



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

**Regular Meeting-Wednesday, November 17, 2010
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**Mary B. Richardson-Lowry
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Ward, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 4

ABSENT: Mr. Carrero, Ms. Muñana – 2

NOTE: Mr. Bobins not present when roll called.

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer and Katie Ellis, Senior Manager, Academic Enhancement gave a presentation on the Selective and Enrollment Magnet Policy [10-1117-PO1].

Mr. Ron Huberman, Chief Executive Officer gave a presentation on Future Key Priorities for the District.

At this time, the Members of the Board heard Public Participation.

Ms. Davis presented the following Motion:

10-1117-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt seconded to adopt Motion 10-1117-MO1

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Nays: None

President Richardson-Lowry thereupon declared Motion 10-1117-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on November 17, 2010, beginning at 2:15 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
 - (2) **PRESENT:** Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5
 - (3) **ABSENT:** Mr. Carrero, Ms. Muñana - 2
- A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Real Estate
 - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Members absent after Closed Session: Mr. Carrero, Ms. Muñana - 2

10-1117-AR2

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
CALVIN BRENT – CASE NO. 05 WC 7818**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Calvin Brent, Case No.05 WC 7818 and subject to the approval of the Illinois Commission, in the amount of **\$62,243.00 plus open medical.**

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$62,243.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-AR3

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
DOROTHY TILLMAN – CASE NO. 06 WC 39711 AND 07 WC 44685**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Dorothy Tillman, Case No.06 WC 39711 and 07 WC 44685 and subject to the approval of the Illinois Commission, in the amount of **\$50,000.00 plus open medical.**

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

ISC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 **\$50,000.00**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Nays: None

President Richardson-Lowry thereupon declared Board Reports 10-1117-AR2 and 10-1117-AR3 adopted.

10-1117-EX6

**APPOINT CHIEF AREA OFFICER, AREA 4
(Stephen Zrike Jr.)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

1. Appoint the following named individual to the position recently vacated by Pedro Martinez and listed below, effective January 3, 2011.
2. Approve payment to the following individual, Stephen Zrike Jr, of up to \$7,500 to reimburse him for eligible moving expenses incurred by him, which payments shall be treated in accordance with the United States Internal Revenue Services and State of Illinois Department of Revenue Rules and Regulations.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Stephen Zrike Jr.	New Employee	External Title: Chief Area Officer, Area 4 Functional Title: Officer Position No. 431405 Basic Salary: \$151,141.43 Pay Band: A09

Budget Classification
05041-367-51100-232105-433117

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY11 department budget.

10-1117-EX7

PRINCIPAL CONTRACTS (C)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the employment of the principal listed below selected by the Chief Executive Officer after receiving the recommendations of the Frazier International Magnet School Appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individual named below under a Uniform Appointed Principal's Performance Contract in accordance with Board Report #08-0123-EX2, and subject to the Board's Policy on Eligibility Requirements for Chicago Public Schools Principalship, Board Report #08-1217-PO2.

The Office of Principal Preparation and Development has verified that the following individual has met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Colette Unger-Teasley	Interim Principal Frazier International	Contract Principal Frazier International Area 7 P.N. 268106 Commencing: November 1, 2010 Ending: October 31, 2014

LSC REVIEW: The Appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Frazier International Magnet School subject to Board approval

FINANCIAL: The salary of the named individual will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2010-2011 school budget.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX6 and 10-1117-EX7 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX6 and 10-1117-EX7 adopted.

10-1117-EX8

WARNING RESOLUTION - DONNA HENCINSKI SPEECH-LANGUAGE PATHOLOGIST, ASSIGNED TO CITY-WIDE POSITION

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a Warning Resolution for Donna Hencinski and that a copy of the Board Report and Warning Resolution be served upon Donna Hencinski.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to Speech-Language Pathologist, Donna Hencinski, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Donna Hencinski, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE
ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-1117-EX9

**WARNING RESOLUTION – KAREN JACKSON
TEACHER, ASSIGNED TO NINOS HEROES ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Karen Jackson, and that a copy of the Board Report and Warning Resolution be served upon Karen Jackson.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Karen Jackson, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Karen Jackson, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

**AFFIRMATIVE
ACTION REVIEW:** None

FINANCIAL: This action is of no cost to the Board.

**PERSONNEL
IMPLICATIONS:** None.

10-1117-EX10

**WARNING RESOLUTION – STEPHANIE MUSIAL
TENURED TEACHER, FLORENCE NIGHTINGALE ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Stephanie Musial and that a copy of this Board Report and Warning Resolution be served upon Stephanie Musial.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Stephanie Musial, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Stephanie Musial pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None.

FINANCIAL: This action is of no cost to the Board

PERSONNEL IMPLICATIONS: None.

10-1117-EX11

**WARNING RESOLUTION – SHERYL MYRIECKES
TEACHER, ASSIGNED TO HEALY ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Sheryl Myrieckes, and that a copy of the Board Report and Warning Resolution be served upon Sheryl Myrieckes.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Sheryl Myrieckes, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Sheryl Myrieckes, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC REVIEW: LSC review is not applicable to this report.

AFFIRMATIVE ACTION REVIEW: None

FINANCIAL: This action is of no cost to the Board.

PERSONNEL IMPLICATIONS: None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX8 through 10-1117-EX11 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX8 through 10-1117-EX11 adopted.

10-1117-RS5

**RESOLUTION TO APPOINT
TERRY MAZANY TO THE POSITION OF CHIEF EXECUTIVE OFFICER**

RESOLVED: The Board of Education of the City of Chicago hereby appoints Terry Mazany to the position of Chief Executive Officer, effective November 30, 2010 on the following terms

Functional Title:	Chief Executive Officer
External Title:	Chief Executive Officer
Position #:	163724
Pay Band:	A11
Budget Classification:	10410-115-52100-232102-000000
Basic Salary:	\$1.00

The expenditure involved in this appointment is not in excess of the regular budget appropriation. The salary is below the guidelines set forth in the Compensation Plan for Non-Represented Employees of the Chicago Public Schools (Board Report, 08-0123-EX10, p. 8). The position to be affected by approval of this action is contained in the FY11 department budget.

10-1117-BD2

**ADJUST SALARY OF GENERAL COUNSEL,
DEPARTMENT OF LAW
(Patrick Rocks)**

THE OFFICE OF THE BOARD OF EDUCATION RECOMMENDS THAT:

The salary of the General Counsel be adjusted as listed below, effective November 21, 2010

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Patrick Rocks	External Title: General Counsel Functional Title: Executive Officer Position Number: 245044 Basic Salary: \$ 168,606.00 Pay Band: A10 Budget Classification: 10210-115-52100-231101-000000	External Title: General Counsel Functional Title: Executive Officer Position Number: 245044 Basic Salary: \$182,094.48 (8% increase) Pay Band: A10 Budget Classification: 10210-115-52100-231101-000000

LSC REVIEW: Local School Council review is not applicable to this report

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY11 department budget.

10-1117-RS6

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF EBONEE GREEN, TENURED TEACHER,
FORMERLY ASSIGNED TO SHERMAN SCHOOL OF EXCELLENCE**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, a hearing was conducted before an impartial hearing officer, Vicki Peterson-Cohen, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Ebonee Green, the hearing officer made written findings of fact and conclusions of law, and recommended the reinstatement of Ebonee Green; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Peterson-Cohen regarding the dismissal charges preferred against Ebonee Green; and

WHEREAS, the parties were given an opportunity to submit exceptions and a memorandum of law in support of or in opposition to Hearing Officer Peterson-Cohen's recommendation, and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Ebonee Green be dismissed from the Sherman School of Excellence effective November 17 2010;

NOW THEREFORE, be it resolved by the Board of Education of the City of Chicago, as follows

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing including security video, testimony and other evidence, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago accepts in part and rejects in part the recommendation of the hearing officer, as detailed in the Board's Opinion and Order adopted under separate cover.

Section 2: Ebonee Green is hereby dismissed from the Sherman School of Excellence effective November 17, 2010 for the reasons stated in the Board's Opinion and Order

Section 3: This Resolution shall take full force and effect upon its adoption

THEREFORE, this Resolution is hereby adopted/~~rejected~~ by the members of the Board of Education of the City of Chicago on November 17, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

10-1117-RS7

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS EDUCATIONAL SUPPORT PERSONNEL**

WHEREAS, on November 8, 2010 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Milgro Cruz	Northside College Preparatory High School	November 17, 2010
Mary Gordon	Oliver Wendell Holmes School	November 17, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation,

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected educational support personnel's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

10-1117-RS8

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS PROBATIONARY APPOINTED TEACHER**

WHEREAS, on November 8, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teacher pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Lorne Nash	Christian Fenger Academy	November 17, 2010

WHEREAS, the Chief Executive Officer followed the procedures established by him prior to making the recommendation;

WHEREAS, the Board has reviewed the reasons for the Chief Executive Officer's recommendation;

WHEREAS, the Chief Executive Officer or his designee has previously notified the affected probationary appointed teacher of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED

1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teacher are dismissed from Board employment effective on the date set opposite their names
2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teacher.
3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teacher of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on November 8, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

10-1117-RS9

RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8 1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, *et. seq.*) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO-1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire, and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice; and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION as follows:

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Gail	Cousins	December 6, 2010
Norma	Brown	December 7, 2010
Maureen	Lawler	December 8, 2010

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-RS5, 10-1117-BD2, and 10-1117-RS6 through 10-1117-RS9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-RS5, 10-1117-BD2, and 10-1117-RS6 through 10-1117-RS9 adopted.

10-1117-EX12

CHIEF EXECUTIVE OFFICER'S OCTOBER 2010 REPORT ON APPOINTED TEACHERS WHO WERE HONORABLY TERMINATED OR DISMISSED PURSUANT TO BOARD RESOLUTION 10-0615-RS1

On June 15, 2010 the Board of Education adopted Resolution 10-0615-RS1 which delegated to the Chief Executive Officer the authority to honorably terminate tenured teachers and honorably dismiss/layoff probationary appointed teachers. Pursuant to that delegation and the directives contained therein,

THE CHIEF EXECUTIVE OFFICER REPORTS THAT:

- (1) The Chief Executive Officer's designee gave 35 appointed teachers notices of honorable terminations/dismissal/layoff between August 4 and September 13, 2010. The names and the date of notice to the affected employees are contained in the Attachment to this Report
- (2) Health benefit coverage was extended for the affected teachers for one month.
- (3) The affected employees were notified that they may resign or retire in order to preserve any right they may have to a sick benefit day payout.

ATTACHMENT CHIEF EXECUTIVE OFFICERS OCTOBER 2010 REPORT OF APPOINTED TEACHERS WHO WERE HONORABLY TERMINATED OR DISMISSED PURSUANT TO BOARD RESOLUTION 10-0615-RS1

Line No.	Last	First	Notice Date
1	Allen	Zebediah	8/28/2010
2	Baker	Theresa	8/13/2010
3	Brakes	Earl	8/27/2010
4	Burke	Margaret	8/30/2010
5	Busse	Christian	8/13/2010
6	Cage	Lillie	8/12/2010
7	Clary	Katherine	8/13/2010
8	Dodd	Samantha	8/9/2010
9	Durham	Dijonna	9/7/2010
10	Erickson	Soledad	8/29/2010
11	Flaherty	Patrick	8/28/2010
12	Galvez	Nancy	8/29/2010
13	Hemphill	Phyllis	8/12/2010
14	Huntington	Kristen	8/26/2010
15	King	Rosemary	8/13/2010

16	Laskaridis	Bill	8/13/2010
17	LeDeaux	Sam	8/12/2010
18	Lenihan	Jennifer	8/13/2010
19	McKinney	Delores	8/27/2010
20	Mjolhus	Mai	8/12/2010
21	Mlot	Colette	9/13/2010
22	Namnoun	John	8/28/2010
23	Paramore	Michelle	8/13/2010
24	Patterson	Daniel	9/9/2010
25	Pfeiffer	Kelli	8/29/2010
26	Pillarella	Cecilia	9/1/2010
27	Quartman	Janice	8/9/2010
28	Sammons	Darlene	8/27/2010
29	Scott	Jeane	8/30/2010
30	Seeber	Anne	9/10/2010
31	Shaver	Jacob	8/28/2010
32	Swenson	Emily	8/4/2010
33	Torres	Courtney	8/27/2010
34	Vargas	Felipe	9/1/2010
35	Vethanayagomny	Serene	8/28/2010

President Richardson-Lowry indicated that if there were no objections, Board Report 10-1117-EX12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-1117-EX12 adopted.

10-1117-RS1

**RESOLUTION RE: APPOINTMENTS TO APPOINTED LOCAL SCHOOL COUNCIL OF
BARBARA VICK EARLY CHILDHOOD CENTER
FOR TERM OF OFFICE COMMENCING DECEMBER 1, 2010**

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members and school staffs in all of the activities of schools designated by the Board as either small or alternative schools, as specified in the Illinois School Code, 105 ILCS 5/34-2.4(b);

WHEREAS, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy");

WHEREAS, the Governance Policy identifies requirements for the establishment of Appointed Local School Councils for those Chicago Public Schools designated as small or alternative schools,

WHEREAS, the Barbara Vick Early Childhood Center ("Barbara Vick") operates with an ALSC and, on February 27, 2008, the Board approved adjustments to the Barbara Vick ALSC pursuant to Board Report 08-0227-EX31;

WHEREAS, Barbara Vick conducted a non-binding advisory poll to ascertain preferences for teacher candidates and submitted such poll results along with recommendations for parent, community resident and advocate member candidates for consideration for appointment in accordance with the Governance Policy;

WHEREAS, The Chief Area Officer has submitted these names along with any additional recommended candidates for seats on the Barbara Vick ALSC to the Chief Executive Officer for consideration in accordance with the Governance Policy;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the names of individuals to fill seats on ALSCs from among those names submitted from the non-binding polls, or recommended by the principal or CAO or any other names submitted by the Chief Executive Officer;

WHEREAS, in accordance with the Illinois School Code (105 ILCS 5/34-2.4b) and the Governance Policy, the names of the following individuals have been forwarded to the Board for its consideration in the exercise of absolute discretion in making appointments to the ALSC of Barbara Vick Early Childhood Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

The individuals identified on the attached Exhibit A are hereby appointed to serve as Appointed Local School Council members at the Barbara Vick Early Childhood Center in the specified categories for the term of office commencing December 1, 2010 and ending November 30, 2012.

10-1117-RS2

**RESOLUTION RE: APPOINTMENTS TO FILL VACANCIES
ON AN APPOINTED LOCAL SCHOOL COUNCIL
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy").

WHEREAS, the Governance Policy establishes requirements for the appointment by the Board of Local School Councils for those Chicago Public Schools designated by the Board as either Small or Alternative Schools.

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members, school staff and high school students in the activities of Small and Alternative Schools as specified in the Illinois School Code, 105 ILCS 5.34-2.4(b);

WHEREAS, Multicultural Arts High School operates with an ALSC and, pursuant to the Governance Policy, the Multicultural Arts ALSC has recommended candidates to fill parent and advocate vacancies on the ALSC and submitted the recommendations to the Chief Area Officer ("CAO");

WHEREAS, the schools' principals and CAOs also had the opportunity to recommend candidates for the parent and advocate vacancies;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the candidates recommended to fill vacancies on ALSCs or any other candidates identified by the Chief Executive Officer;

WHEREAS, in accordance with the Illinois School Code, 105 ILCS 5/34 2.4(b), and the Governance Policy, the Chief Executive Officer has forwarded the candidates named below to the Board for its consideration in its exercise of absolute discretion in making appointments to the ALSC of Multicultural Arts High School to fill vacancies for the term of office ending June 30, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The candidates named below are appointed to serve as members of the Appointed Local School Council of Multicultural Arts High School in the specified categories.
2. This Resolution is effective immediately upon passage.

<u>CANDIDATE</u>	<u>REPLACING</u>	<u>CATEGORY</u>	<u>SCHOOL</u>
Maria D. Sauerzapf	Ana M. Velazquez	Advocate	Multicultural Arts H S
Ana M. Velazquez	Position Vacant	Parent	Multicultural Arts H. S

10-1117-RS3

**RESOLUTION RE:
APPOINTMENT OF STUDENT REPRESENTATIVE
TO FILL A HIGH SCHOOL LOCAL SCHOOL COUNCIL VACANCY
FOR THE TERM OF OFFICE ENDING JUNE 30, 2011**

WHEREAS, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, the Board of Education of the City of Chicago appoints student representatives to High School Local School Councils for one-year terms after considering the preferences of the schools' students as ascertained through non-binding advisory polls and exercises absolute discretion in the appointment process; and

WHEREAS, a non-binding advisory poll was conducted of the students of the school identified below during the 2009-2010 school year to ascertain the students' preferences regarding the appointment of a student representative to the school's local school council for the term of office beginning July 1, 2010 and ending June 30, 2011; and

WHEREAS, the results of the non-binding advisory poll have been forwarded to the Board for its consideration in the exercise of its absolute discretion in the appointment process:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO THAT:

1. The student named below is hereby appointed to serve as a student representative on the Local School Council of the school identified below.
2. This Resolution is effective immediately upon adoption.

Appointed Student Representative
Megan Glowacz

School
Taft High School

10-1117-RS4

RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVES TO LOCAL SCHOOL COUNCILS TO FILL TEACHER REPRESENTATIVE VACANCIES FOR THE TERM OF OFFICE ENDING JUNE 30, 2012

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of teachers to fill teacher representative vacancies on the schools' local school councils; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(l), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The individuals identified below are hereby appointed to serve as teacher representatives on their schools' Local School Councils for the remainder of the term of office ending June 30, 2010
2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER
Thomas Schreck
Phyllis Trotman
Etha Meeks
Beverly McGrath
John Imperial
Terrie L. McCrary

TEACHER BEING REPLACED
Carlos Moreño
Erma Voss
Benitra Danner
Shalina Hampton
Sheila Vaultz-Polk
Sarah Lohman

SCHOOL
Ames Middle
Barton Elementary
Goldblatt Elementary
Goldblatt Elementary
Peabody Elementary
J. N. Thorp Elementary

Exhibit A

<u>CANDIDATE</u>	<u>CATEGORY</u>
Kerry Sioyan	Parent
Michael Hein	Parent
Perla Doody	Parent
Paula Harris	Parent
Maureen Connolly	Community
Elizabeth Gill	Teacher
Joan Maher	Teacher
Mary Coffee	Advocate
Ellen Lilly	Advocate

10-1117-PO1

FINAL

ADOPT A NEW POLICY ON MAGNET AND SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS FOR THE 2011-2012 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt a new policy on Magnet and Selective Enrollment Schools and Programs for the 2011-2012 School Year.

PURPOSE: The purpose of this policy is to provide a comprehensive framework for enrollment in and the operation of magnet and selective enrollment schools and programs in the Chicago Public Schools ("CPS" or "the District").

Magnet and selective enrollment schools and programs have several goals including: (1) to maintain, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board of Education of the City of Chicago* (80 C 5124)(N.D. IL); (2) to promote socio-economic ("SES") diversity within schools including, but not limited to, the prevention, reduction and elimination of isolation based upon income levels, parental education levels and other social and economic factors having an established correlation to educational achievement; (3) to provide a unique or specialized curriculum or approach; and (4) to improve achievement for all students participating in a magnet or selective enrollment school or program. This policy is created to ensure equal access and equity in the provision of magnet and selective enrollment schools and programs offered by the District. On December 16, 2009, the Board adopted a policy that applied to applications for enrollment in magnet and selective enrollment schools and programs for the 2010-2011 school year. That policy was the subject of public comments and review by a Blue Ribbon Commission appointed by the Chief Executive Officer. The Chief Executive Officer and his designees considered the public comments and Blue Ribbon Commission recommendations when developing the proposal to adopt this Policy.

References in this policy to the Chief Executive Officer (CEO) also include the Office of Academic Enhancement and other designees.

This policy applies to applications for enrollment in magnet and selective enrollment schools and programs for the 2011-2012 school year as described herein.

I. TYPES OF MAGNET & SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS

The following types of magnet and selective enrollment schools and programs exist in the Chicago Public Schools and are collectively referred to in this policy as "magnet and selective enrollment schools and programs": (1) Elementary Magnet Schools, (2) Elementary Magnet Cluster Schools, (3) Selective Enrollment Elementary Schools and Programs ("SEES"), (4) Selective Enrollment High Schools and Programs ("SEHS"); and (5) Magnet High Schools and Programs.

1. **Elementary Magnet Schools** – Generally, magnet schools do not have a neighborhood attendance boundary. Elementary magnet schools offer a curriculum focused on a specific programmatic theme(s). Every student in the school is involved in the magnet theme(s) or focus offered at that school. CPS uses non-testing admissions procedures for its magnet elementary schools. For magnet schools with defined attendance areas, the admissions process is similar to the process for elementary magnet cluster schools.

2. **Elementary Magnet Cluster Schools** - A magnet cluster school is an elementary neighborhood school with a defined attendance area. These schools accept all students who live within the boundary. Any remaining available seats are filled by students who live outside of the neighborhood attendance boundary. To be considered for acceptance, students who live outside of the attendance boundary must submit an application in accordance with the "Options for Knowledge" publication issued by the Office of Academic Enhancement. Magnet cluster schools are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Magnet cluster schools offer a curriculum focused on a specific programmatic theme(s). CPS uses non-testing admissions procedures for its magnet cluster schools.

3. **Selective Enrollment Elementary Schools and Programs (SEES)** – SEES (formerly referred to as Gifted and Enriched Academic Programs (GEAP)) constitute a continuum of programs and services that modify, supplement and support the standard education of students identified as gifted and talented, who consistently excel in general intellectual ability or possess aptitude or talent in a specific area. SEES schools consist of Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs (formerly referred to as International Baccalaureate Preparatory Programs), as further described below. CPS uses standardized testing admissions procedures for these schools and programs.

a. **Regional Gifted Centers** - A Regional Gifted Center is an elementary school or a program within an elementary school that offers a curriculum which is designed to meet the needs of gifted students and is faster in pace, broader in scope, and presents subject matter in greater depth than is possible in most programs. Some of these centers are designed to service the needs of high-ability English Language Learners.

b. **Classical Schools** - Classical Schools are designed to provide a challenging liberal arts course of instruction for students with high academic potential. The instructional program in these elementary schools is accelerated and highly structured for strong academic achievement in literature, mathematics, language arts, world language and the humanities.

c. **Academic Centers** - Academic Centers are housed in high schools and offer a program that allows academically advanced students in grades 7-8 the opportunity to move through course material at their own pace.

d. *International Gifted Programs* - International Gifted Programs are designed for intellectually able 6th, 7th and 8th grade students. The programs include intensive study in English, French, social studies, laboratory science, mathematics, technology, arts, library science and advanced research.

4. **Selective Enrollment High Schools and Programs (SEHS)** – SEHS are designed to meet the needs of the city's most academically advanced high school students. A selective enrollment high school does not have an attendance area. CPS uses criteria that include standardized testing for admission to these schools and programs.

5. **Magnet High Schools and Programs** – Generally, magnet high schools do not have a neighborhood attendance boundary. Magnet high schools offer a curriculum focused on one or more specific programmatic themes. CPS uses non-testing admissions procedures for its magnet high schools, however, a threshold stanine is generally required for eligibility. High school magnet programs also are located in neighborhood high schools in order to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. The schools accept students who live within their attendance boundaries. Students who live outside of the neighborhood attendance boundary must submit an application; students are selected in accordance with the procedures described in the annual Options for Knowledge publication.

II. ACCOUNTABILITY STANDARDS AND PROGRAM STATUS

The Office of Academic Enhancement is authorized to make annual evaluations regarding program status and continuation of resources, based on program compliance and fidelity, utilization rates and other factors. Further, at the end of each school year, the Office of Academic Enhancement may make recommendations to the CEO regarding the continuation or adjustment of any of the District's magnet and/or selective enrollment schools and programs. Any change that would eliminate a school's magnet or selective enrollment status is subject to Board approval. Any change that does not result in a change in status for the school is subject to approval by the CEO.

III. SELECTION CRITERIA

1. **Socio-Economic (SES) Diversity Goals** – The Board is committed to ensuring quality educational opportunities for all students in the City of Chicago and to preserving, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board of Education of the City of Chicago* (80 C 5124)(N.D. IL). The Board is aware of the significant educational challenges facing students who live in poverty and/or attend schools with high concentrations of students who live in poverty, and is committed to providing an opportunity for those students to attend schools with more SES-diverse student populations. The Board is committed to fostering and maintaining SES-diverse learning communities so that students from different social and economic backgrounds may attend school together. The Board believes that SES-diverse learning communities will serve all children who participate in them and will better prepare them for participation in the local, national and global communities in which they will live and work. To further this goal, the Board approves the allocation of a certain percentage of entry level seats that will be filled on the basis of SES data as further described below.

The Board directs the CEO to develop and maintain an application and enrollment system that serves the SES diversity goals outlined in this policy and to publish admissions guidelines related thereto. The CEO is authorized to establish selection criteria designed to achieve these goals consistent with applicable law and this policy, and which criteria include consideration of educationally related SES factors identified through updated data published by the U.S. Census Bureau, student and school performance and enrollment data and other reliable sources of socio-economic data.

2. **Academic or Related Eligibility Criteria** – Only SEES, magnet high schools and programs¹ and SEHS may use academic or related criteria for determining student eligibility. All elementary magnet schools and programs shall select students in accordance with the procedures identified in the Options for Knowledge publication and the CEO's admissions guidelines. For SEES and SEHS, the CEO shall specify in the CEO's admission guidelines the percentage of applicants selected based on a combination of testing/academic criteria and SES tier designation. The academic or related eligibility criteria will be periodically reviewed to ensure that the criteria are applied in a manner that provides equal educational opportunities for all students, including students with disabilities. The Office of Academic Enhancement will review and may modify academic or related eligibility criteria as deemed appropriate.

¹ In some magnet high schools and programs, in order for a student to be included in the computerized lottery selection process, a student must have a minimum stanine of 5 in reading and math on the previous year's standardized test. In these schools, students with disabilities must have minimum stanines in reading and math that add up to 10 in any combination.

3. Application and Admission Process - Students seeking enrollment in the 2011-2012 school year should submit applications in accordance with the Options for Knowledge publication. The Office of Academic Enhancement shall be responsible for implementing the CEO's admissions guidelines and, as necessary, issuing additional procedures and requirements with regard to the application and admissions process

a. *Magnet Schools* - Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries in accordance with Section III.5. of this Policy and the CEO's admissions guidelines. Every student that enrolls shall have an application on file with the Office of Academic Enhancement

b. *Magnet Cluster Schools and Magnet Schools with Attendance Boundaries* - Magnet Cluster Schools and Magnet Schools with attendance boundaries are attendance area schools and students from the attendance area are authorized to enroll pursuant to the Board's Enrollment and Transfer Policy. Applicants who live outside the attendance boundary shall submit an application in accordance with the Options for Knowledge publication. Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries in accordance with Section III.5. of this Policy and the CEO's admissions guidelines. Lotteries for admissions to magnet cluster schools and magnet schools with attendance boundaries will not utilize SES tier criteria; rather citywide general lotteries will be conducted in accordance with the CEO's admission guidelines. Every student that enrolls from outside the attendance boundary shall have an application on file with the Office of Academic Enhancement.

c. *Selective Enrollment Elementary Schools and Programs (SEES)* - Students are selected for Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs through academically based criteria and a computerized selection process, in accordance with Section III.5. of this Policy, and the CEO's admissions guidelines.

d. *Selective Enrollment High Schools and Programs (SEHS)* - Applicants are selected through academically-based criteria and a computerized selection process, in accordance with Section III.5. of this Policy and the CEO's admissions guidelines and the CEO's principal discretion guidelines.

e. *Magnet High Schools and Programs* - Applicants are subject to threshold academic criteria. Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries, in accordance with Section III.5. of this Policy and the CEO's admissions guidelines.

f. *Affirmation* - All applications submitted under this Policy shall contain a signed statement in which the parent or guardian affirms that the information contained in the application is true and correct. In the event that the District discovers that an applicant submitted false information in an application including, but not necessarily limited to, information regarding the applicant's residence or sibling status, the applicant shall be subject to immediate removal from the magnet or selective enrollment school or program to which admission was gained based on the falsified application.

g. *Students with Disabilities* - Magnet and selective enrollment schools and programs shall strive to meet the minimum enrollment targets of students with disabilities established by the *Corey H* court monitor. If a school is below the minimum enrollment target, the school and the Office of Special Education and Supports (OSES) shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target. In cases where the IEP of students with physical impairments requires that the children attend school in an accessible building and a magnet or selective enrollment school constitutes the closest accessible building that can implement the IEP, such admissions decisions shall be made independent of the aforementioned process and guidelines by the OSES in collaboration with the Office of Academic Enhancement

4. Siblings - Priority Admission to Magnet Schools - The CEO is authorized to establish a percentage of seats to be allocated to siblings up to and including admission of all siblings. Siblings of currently enrolled students in magnet schools shall be given priority in enrollment as specified in the CEO's admissions guidelines, provided that the enrolled sibling and the applicant sibling reside in the same household and will be attending the same school at the same time for at least one school year. For the purposes of this policy, the term sibling means natural siblings, step siblings, foster siblings and adopted siblings, as evidenced by documentation required by the Office of Academic Enhancement. For magnet high schools and high school magnet programs with academic requirements, sibling applicants must meet eligibility requirements in order to qualify for sibling priority admission. A sibling of a student who will be graduated, or who is scheduled to transfer to another school, prior to the enrollment of the sibling who is applying for admission, shall not be eligible for this priority. The priority admission only applies to twins, triplets or high order births and siblings seeking enrollment at entry and non-entry level grades. The priority admission of siblings outlined in this section does not apply to SEHS, SEES, or any other selective enrollment schools or programs. The CEO may establish a modified sibling preference for magnet cluster programs and magnet schools with defined attendance areas.

5. Computerized Lottery Selections - Where there are more applicants to an elementary magnet school, magnet cluster school or magnet high school or program than there are spaces available, computerized lotteries will select applicants in accordance with the CEO's admissions guidelines. Students will only be considered for admissions through one selection category, inclusive of sibling, proximity or SES-based admissions status. The following rules apply in sequence to the selection of students by the computerized lotteries:

a. *Sibling Selections* – Siblings will be selected based on available seats as described in section III.4. above and the CEO's admissions guidelines. Lotteries will be conducted as necessary when the number of sibling applicants is greater than the number of available seats. For purposes of a lottery, twins, triplets and other higher order multiple births, parents shall have the option to link their applications together, and either be admitted together or be placed next to each other on the waitlist if any of them is selected in the sibling lottery, or to submit separate applications. In the event a parent opts to submit separate applications, each child will be independently processed in the lottery and their applications will not be linked.

b. *Proximity Lottery* - Proximity lotteries apply to only to elementary magnet schools and magnet high schools. The goal of a proximity lottery is to achieve a defined neighborhood component of the school's available seats. Proximity lotteries do not apply to magnet cluster schools, SEES schools or programs, SEHS, magnet schools with defined attendance areas, or neighborhood high schools with magnet programs. Where there are more proximity applicants to a magnet school than available seats, computerized lotteries may be run for applicants residing within a 1.5-mile proximity of the elementary magnet school and a 2.5-mile proximity of the magnet high school. The proximity area consists of a circle defined by a radius of 1.5 miles for elementary magnet schools and 2.5 miles for high school magnet schools and programs. The radius is a straight line and does not consider driving distances. The CEO is authorized to establish guidelines that determine circumstances in which proximity lotteries are not run, including where the school has exceeded a certain percentage of students residing in the proximity area and where operation of proximity lotteries may contribute to segregation on the basis of race or national origin. The CEO shall specify in the CEO's admission guidelines the percentage of applicants selected through proximity. Applicants residing within the established proximity area of a magnet school will be identified as proximity applicants through a geo-coding process that will determine if they reside within the proximity area. When a proximity lottery is not run for the entry level grade in a magnet school, non-sibling applicants will be processed through a city-wide SES lottery. Applicants will be selected for available seats in accordance with the CEO's admissions guidelines. For those magnet schools that have an attendance boundary, proximity lotteries are not conducted because students who reside within the attendance boundary will be accepted without application. Such a magnet school is the neighborhood school for these students.

c. *Citywide SES Lottery* - This lottery applies to elementary magnet schools and magnet high schools and programs. These citywide SES lotteries include all students not processed as siblings or considered through proximity lotteries, detailed above. The citywide SES lotteries do not apply to SEES or SEHS. The goal of the citywide SES lottery is to achieve a defined, citywide, SES-diverse component of the school's available seats in accordance with the CEO's admissions guidelines. Applicants will be selected for available seats in accordance with the CEO's admissions guidelines.

d. *Principal Discretion* - Principals' discretionary admissions shall be allowed in SEHS only. No principal discretionary selections are allowed in elementary or high school magnet schools or programs or in any SEES. All principal discretion admissions for SEHS shall be conducted in strict compliance with the CEO's principal discretion guidelines.

6. **Chicago Residency** - Enrollment in any CPS magnet school, magnet cluster school, magnet high school or program, SEES, or SEHS is limited to "residents" of the City of Chicago, as further defined in the Board's Enrollment and Transfer Policy. A student is not required to reside in the City of Chicago in order to apply to these schools; however, in order to enroll, the student must reside within the City limits no later than the July 1st immediately prior to the start of the school year that the student seeks enrollment. The CEO's admissions guidelines may address procedures for compliance with proof of residency.

7. **NCLB Transfers**- The Board authorizes the CEO to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for SEHS, elementary magnet schools, elementary magnet cluster schools and high school magnet programs. Under the NCLB Transfer program, transferring students receive transportation assistance to the extent required by NCLB and in accordance with CPS guidelines.

8. **Second Application Processes** - In the spring of each year, a second application process will be offered for magnet schools and magnet cluster schools that still have space available following the regular application process in the fall. The "End-of-Year Citywide Options Program" shall be conducted in accordance with application and process procedures published by the Office of Academic Enhancement, consistent with the SES goals articulated in this Policy. Parents will be notified of application status in accordance with the procedures established for these programs by the Office of Academic Enhancement. This second application process shall be coordinated with the District's NCLB Transfer program and the School Closing Policy, to the extent practicable.

9. **Opportunities to Transfer Into Magnet and Selective Enrollment Schools and Programs**

a. *Magnet Transfers*: Applications for entry into a magnet school or program at a grade level other than an entry-grade level shall be made in accordance with the Options for Knowledge publication and admissions decisions shall be made in accordance with the CEO's admissions guidelines. Requests to transfer into a magnet school or program at any grade level after the commencement of the first day of the school year shall be made in accordance with the CEO's admissions guidelines.

b. *Selective Enrollment High School Transfers*: There shall be no transfer opportunities into an entry level grade at a SEHS after the commencement of the first day of the school year, except as authorized under the CEO's admissions guidelines. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication and CEO's admissions guidelines. Transfers to SEHS at all other grade levels are subject to review and approval by the Office of Academic Enhancement

c. *Selective Enrollment Elementary Transfers*: Applications for entry into a SEES at a grade level other than an entry-grade level shall be made in accordance with the Options for Knowledge Publication and admissions decisions shall be made in accordance with the CEO's admissions guidelines. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication and CEO's admissions guidelines.

IV. CONTINUATION AND EXIT CRITERIA

Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted to a magnet or selective enrollment school or program, the student may remain enrolled in that school or program until the student reaches the highest grade level offered by that school; provided that remaining in the school does not adversely affect the student's social, emotional, and/or academic well-being. This right shall not be affected by changes that might be made regarding transportation guidelines pertaining to these schools.

Students cannot automatically transfer from one magnet or selective enrollment school or program into another. If a student who is enrolled in a magnet or selective enrollment school or program is interested in attending another magnet or selective enrollment school or program, the student must apply through the standard application procedures set out in this policy. Once a student transfers out of a magnet or selective enrollment school or program, if he/she wishes to return to that school or program, he/she must reapply for admission to that school or program through the standard application procedures. All students enrolled in a magnet or selective enrollment school or program are also subject to the transfer provisions identified in the Board's Enrollment and Transfer Policy and the CEO's guidelines

V. TRANSPORTATION

1. Application to and acceptance in any magnet school, magnet cluster school or SEES shall be made without regard to whether a student is eligible for transportation services. Hence, a student may apply and be accepted to a magnet school or program regardless of whether the student would be entitled to receive transportation.

2. CPS provides transportation services during the regular school day to students attending its magnet schools and programs in accordance with applicable federal and state laws, any board reports related to specific schools and the following requirements. Subject to the availability of funding, the following transportation services will be provided.

a. Transportation service is provided to those students attending an elementary magnet school who live more than 1.5 miles and less than 6.0 miles from the school in which they are enrolled

b. Transportation service is provided to those students attending a Regional Gifted Center who live more than 1.5 miles from the school in which they are enrolled (with the exception of Carnegie, Coonley and South Loop, which provide transportation as described in the Options for Knowledge publication).

c. Transportation service is provided to 7th and 8th grade students attending academic centers who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for academic centers described in the Options for Knowledge publication.

d. Transportation service is provided to 6th, 7th and 8th grade students attending International Gifted Programs, who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for International Gifted Programs described in the Options for Knowledge publication.

e. Transportation is provided to students attending any classical schools who live more than 1.5 miles from the school in which they are enrolled and who reside within the transportation ranges described in the Options for Knowledge publication.

3. The provisions of this Policy will not act to limit the entitlement of any student who receives transportation services as a result of IEP accommodations, homelessness or any other program that provides transportation services.

4. Transportation services are not provided to any student residing less than 1.5 miles from the school they are attending, unless a safety hazard exists within the minimum transportation distance. Parents requesting transportation within the 1.5 mile area must complete the "Request for Exception Application for Determination of Serious Safety Hazard" form and return it to the school principal. The request must be approved by the Management Support Director with any appeals going to the Office of P-12 Management.

5. Transportation services are not provided to students in the 9th through 12th grades attending any magnet high school, any selective enrollment high school or program, or any magnet program at the high school level.

VI. AUTHORIZATION TO FORMULATE AND MODIFY GUIDELINES

The CEO is authorized to formulate and issue guidelines as specified in this Policy to effectively administer applications for enrollment in magnet and selective enrollment schools and programs. The CEO may also issue revised or updated guidelines as necessary for the effective implementation of the requirements of this Policy.

VII. REVIEW OF POLICY AND RECOMMENDATIONS

On or before June 1, 2011, the CEO shall re-convene the Blue Ribbon Commission or an alternative forum for public discussion of the results of the 2011-2012 selection process and make recommendations for adoption of a policy for future school years.

VIII. ENFORCEMENT

Violations of this policy or any guidelines, manuals or procedures issued pursuant to or in relation to this policy are prohibited. Employees of the Board who commit such violations will be subjected to severe penalties, up to and including termination. Students who are enrolled in a school or program in violation of this policy will be subject to removal from that magnet or selective school or program. The CEO is authorized to develop a process for determining whether a student should be removed from a magnet or selective enrollment school or program.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-RS1 through 10-1117-RS4 and 10-1117-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-RS1 through 10-1117-RS4 and 10-1117-PO1 adopted.

10-1117-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF DECEMBER 15, 2010**

**Mary B. Richardson-Lowry, President, and
Members of the Board of Education
Norman R. Bobins
Dr. Tariq H. Butt
Alberto A. Carrero, Jr.
Peggy A. Davis
Clare M. Muñana
Roxanne Ward**

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, December 15, 2010 will be held at:

The Central Administration Building
125 South Clark Street
Chicago, Illinois 60603
Board Chamber - 5th Floor

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m., and will be followed immediately by the Business portion of the meeting.

10-1117-CO2

**COMMUNICATION RE: REAPPOINTMENT OF TRUSTEE
TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION
AND RETIREMENT FUND OF CHICAGO
(Alberto Carrero, Jr.)**

**TO THE MEMBERS OF THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO:**

I hereby reappoint Alberto Carrero, Jr. to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago, with said term commencing November 2010 and expiring November 2012.

The Secretary presented the following Statement for the Public Record:

STATEMENT OF ESTIMATE OF FY 2011 TAX STATEMENT

The total of the Chicago Board of Education's estimated corporate and special purposes levies for FY 2011 is \$2,085,500,000.

It is customary for the Board to adopt levies in December that maximize the Board's financial flexibility until revenues from all other sources can be determined. The amount of the levies that will actually be used in 2011 will be determined in the FY 2012 budget that will be presented to the Board in May or June of 2011. It will depend upon the Board's current financial situation and the revenues that are needed to keep the long term financial plan in balance.

10-1117-CR1

City of Chicago Board of Education
Finance and Audit Committee Meeting
Held November 9, 2010

Board Member Clare Muñana was appointed chairperson of the Committee; Board Member Alberto Carrero was appointed co-chairperson.

Chief Financial Officer Diana Ferguson and members of the Finance Team reported during the meeting that state aid payments to CPS continue to be delayed. The state owes the District \$164 million in payments from the last fiscal year and is already \$206 million behind in FY 2011.

Because the City of Chicago has declared a surplus of \$180 million in the tax increment financing fund, CPS will receive an infusion of approximately \$90 million.

The District relied on \$190 million from its reserve fund to close the FY 2011 budget deficit. Plans to replenish the fund were described and include: depositing FY 2010 state aid payments due to the District and funds from the TIF surplus. A restructuring of about 5 percent of CPS's debt will also afford operating relief. Additionally, \$382 million in new bonds were issued to finance the District's capital improvement program.

Committee members also learned that the District has closed on a \$500 million line of credit that will allow CPS to address cash flow needs due to continuing delay in state aid payments and in collection of property tax revenues.

The District's allocation of federal "Ed Jobs" money is \$104 million, Committee members were told. Funds are being used to restore 1,000 school-based positions throughout the District.

The report provided a preview of the FY2012 budget. Preliminary projections indicate that the District will continue to be adversely affected by increased costs and reduced revenues. Contractually obligated pay increases to teachers and other unionized workers will amount to some \$135 million in new costs, another \$35 million in healthcare and pension increases are also anticipated. At the same time, the District cannot count on continuing cash infusions from federal stimulus (\$250 million) and Ed Jobs (\$104 million) funding.

Altogether, District finance officials currently estimate a deficit of \$720 million, exclusive of any operational cost increases and assuming level state funding and no reversal of the pension relief approved by the legislature earlier this year.

The Committee also heard that the FY 2010 audit is ongoing and should be successfully completed by the end of the year.

The quarterly report of Board Office expenses was reviewed. It totaled \$55,003 for the first quarter of FY 2011, and fell into several categories: commodities and supplies, such as copy paper, professional and technical services for archiving and court reporting/transcription of meetings, and costs related to professional associations (National Association of School Boards and Illinois Association of School Boards); and services such as advertising, printing and equipment repairs.

10-1117-EX1*

TRANSFER OF FUNDS
Various Units and Objects

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of October. All transfers are budget neutral. A brief explanation of each transfer is provided below.

1. Transfer from Department of College and Career Preparation - Citywide to Thomas Kelly High School

Rationale: Funds for VOYCE program at Kelly H.S.

Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Transfer to:	Unit	Thomas Kelly High School	46181
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Amount:		\$1,000.00	

2. Transfer from Department of College and Career Preparation - Citywide to Thomas Kelly High School

Rationale: Funds for VOYCE program at Kelly H.S.

Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Transfer to:	Unit	Thomas Kelly High School	46181
	Fund	General Education Fund	115
	Account	Travel Expense	54205
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Amount:		\$1,000.00	

3. Transfer for Department of College and Career Preparation - Citywide

Rationale: Funds for Food Orders.

Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	General Education Fund	115
	Account	Seminar, Fees, Subscriptions, Professional Memberships	54505
	Program	Dccp Specialist - Area 21	212102
	Grant	Default Value	000000
Transfer to:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	General Education Fund	115
	Account	Meals, Lodging, & Travel - Other	54555
	Program	Dccp Specialist - Area 21	212102
	Grant	Default Value	000000
Amount:		\$1,000.00	

4. Transfer from Citywide Facility Opers & Maint to Winnemac Stadium

Rationale: Repairs per David Allen.

Transfer From:	Unit	Citywide Facility Opers & Maint	11880
	Fund	Public Building Commission O & M	230
	Account	Services - Repair Contracts	56105
	Program	Playgrounds And Stadia	320008
	Grant	Default Value	000000

Transfer to:	Unit	Winnemac Stadium	68070
	Fund	Public Building Commission O & M	230
	Account	Services - Repair Contracts	56105
	Program	Playgrounds And Stadia	320008
	Grant	Default Value	000000

Amount: \$1,000.00

5. Transfer from Office of Student Support and Engagement to Frederick A Douglass Academy High School

Rationale: Transfer to cover costs of hosting Debate tournament - Douglass.

Transfer From:	Unit	Office of Student Support and Engagement	10870
	Fund	General Education Fund	115
	Account	Commodities - Food Supplies	53205
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000

Transfer to:	Unit	Frederick A Douglass Academy High School	41061
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000

Amount: \$1,000.00

365. Transfer for Citywide - Office of Mathematics

Rationale: ITG # 95956 - Teaching and Learning IDS Computer Lease Payments.

Transfer From:	Unit	Citywide - Office of Mathematics	13715
	Fund	NCLB Title I Regular Fund	332
	Account	Commodities - Textbooks	53305
	Program	Instructional Design Systems (Ids)	221034
	Grant	Supplementary	430112

Transfer to:	Unit	Citywide - Office of Mathematics	13715
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Contractual	54105
	Program	Tech XI - Leasing	266411
	Grant	Supplementary	430112

Amount: \$330,000.00

366. Transfer for Citywide - Reading & Language Arts

Rationale: ITG # 95956 - Teaching and Learning IDS Computer Lease Payments.

Transfer From:	Unit	Citywide - Reading & Language Arts	13705
	Fund	NCLB Title I Regular Fund	332
	Account	Teacher Salaries - Extended Day	51130
	Program	Instructional Design Systems (Ids)	221034
	Grant	Supplementary	430112

Transfer to:	Unit	Citywide - Reading & Language Arts	13705
	Fund	NCLB Title I Regular Fund	332
	Account	Services - Contractual	54105
	Program	Tech XI - Leasing	266411
	Grant	Supplementary	430112

Amount: \$364,166.00

367. Transfer from Safety and Security - Citywide to Office of School Safety and Security

Rationale:	Per vaughn bryant - funds for phase II of safe passage.		
Transfer From:	Unit	Safety and Security - Citywide	10615
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Teacher Salaries - Extended Day	51130
	Program	Contingency For Project Expan	600002
	Grant	Nclb Culture Of Calm Arra	430105
Transfer to:	Unit	Office of School Safety and Security	10610
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Services - Professional & Technical	54125
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Amount:	\$3,344,099.05		

***[Note: The complete document will be on File in the Office of the Board]**

10-1117-EX2

WITHDRAWN

APPROVE THE EXPANSION OF ANDREW JACKSON LANGUAGE ACADEMY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the expansion of the Andrew Jackson Language Academy ("Jackson") with the establishment of a second campus at 1522 W. Fillmore ("Jackson – Fillmore campus")

DESCRIPTION:

Jackson currently serves about 545 students in kindergarten through eighth grade. Effective July 1, 2011, Jackson will consist of two campuses: the Jackson – Harrison campus at 1340 W. Harrison and the Jackson – Fillmore campus at 1522 W. Fillmore. The two campuses will allow for increased student capacity. Beginning with the 2011-2012 school year, Jackson will add additional classrooms to the kindergarten, first grade and second grade and then may continue to add additional kindergarten seats each year thereafter.

PUBLIC HEARING:

A public meeting was convened on Monday, November 15, 2010 to receive public comment on the CEO's proposal to expand Jackson with the Jackson – Fillmore campus. A summary report of the comments made at that meeting was provided to the Office of the Board

JACKSON EXPANSION:

Jackson will consist of two campuses and allow for more students to be served. It will continue to be a magnet school offering students the opportunity to study different languages. The school principal has the authority to determine whether the two campuses will serve different student grade levels.

STUDENT ENROLLMENT:

All students who are currently enrolled at Jackson will remain enrolled, but beginning with the 2011-2012 school year, depending on their grade level, Jackson students may be assigned to either the Jackson – Harrison campus or the Jackson – Fillmore campus.

Incoming students at Jackson will be selected in accordance with the Board's 2011-2012 Admissions Policy for Magnet and Selective Enrollment Schools and guidelines. The location of the Jackson – Harrison campus will be used to determine who may be eligible for the proximity lottery.

TRANSPORTATION:

Transportation will be provided in accordance with the Board's 2011-2012 Admissions Policy for Magnet and Selective Enrollment Schools and guidelines. The location of the Jackson – Harrison campus will be used to determine who is eligible for transportation services.

LSC IMPLICATIONS: The Jackson LSC will continue.

FINANCIAL: The creation of a new campus of Jackson at the Jackson-Fillmore campus is contingent on Board approval of a contract for the renovation of the Jackson-Fillmore building and appropriate start up costs. The financial implications of operating additional grades of Jackson will be addressed during the development of the 2011-2012 budget.

PERSONNEL IMPLICATIONS: Jackson will be staffed in accordance with the Board's Policy on Class Size as it exists now or may hereafter be amended

Board Report 10-1117-EX2 was withdrawn.

10-1117-EX3

**AMEND BOARD REPORT 10-0728-EX8
APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL
AGREEMENT WITH PROLOGUE, INC., AN ILLINOIS NOT FOR PROFIT
CORPORATION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Prologue, Inc., for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This November 2010 amendment is necessary to authorize Prologue, Inc. to identify the independent facility located at 1549 W. 95th Street as the new location for the Joshua Johnston Charter School for Fine Art and Design. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Prologue, Inc.
1135 N. Cleaver St.
Chicago, Illinois 60622
Phone: 773-297-1215
Contact: Nancy Jackson

CHARTER SCHOOL: Joshua Johnston Charter School for Fine Art and Design
~~1060 East 47th Street~~ 1549 W. 95th Street
Chicago, Illinois 60663 43
Phone: 773-935-9925
Contact: Nancy Jackson

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: J. Terence Patterson, Interim Executive Officer

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Joshua Johnston Charter School for Fine Art and Design (Joshua Johnston) proposal was submitted by Prologue, Inc. and received by the Board on September 28, 2009. Joshua Johnston's mission is to provide a comprehensive alternative education focused on fine art and design careers for at-risk youth who are not succeeding in Chicago's traditional high schools. The school will combine the collective experience and expertise of two successful community-based educational organizations, Prologue, Inc. and Little Black Pearl Workshop. This school will provide its students with the means to enhance their self-concepts, broaden their life choices, and understand their own life condition and their communities. The school is slated to open in the fall of 2010 serving 150 students in grades 9-12. At capacity, the school will serve 250 students in grades 9-12. The school will be located at 1060 East 47th Street. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009, November 5, 2009 and July 19, 2010.

In October 2010 Prologue, Inc. submitted a material modification to identify the independent facility located at 1549 W. 95th Street as the new location for the Joshua Johnston Charter School for Fine Art and Design. A public hearing on the proposed change was conducted on Wednesday, November 10, 2010. The hearing was recorded and a summary report is available for review.

TERM: The term of the Joshua Johnston charter and agreement shall commence July 1, 2010 and end June 30, 2015.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 150 students in 2010-11 will be approximately \$1,190,700.00. These budget figures are based on estimated per pupil funding amounts for FY11.

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics — The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

10-1117-ED1

REPORT ON STUDENT EXPULSIONS FOR OCTOBER 2010

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

52 Students were expelled from the Chicago Public Schools in October 2010

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 52 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

October Totals
(October 1 to October 31, 2010)

Expulsions	52
No Expulsions	17
SMART Referrals	84
	<hr/> 153

(2010-2011 Totals to Date)
(August 1, 2010 to current)

Expulsions	91
No Expulsions	37
SMART Referrals	124
Decisions Pending	<u>25</u>
	277

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

10-1117-BD1

**AUTHORIZE AWARD OF SCHOLARSHIP TO DAMANI RASHAD BOLDEN
 ATTENDING THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN**

THE OFFICE OF THE BOARD REPORTS THE FOLLOWING:

Authorize award of scholarship to Damani Rashad Bolden attending the University of Illinois at Urbana-Champaign ("University") and authorize payment in the amount of \$1,000.00 to the University. This scholarship is being awarded pursuant to a Board Resolution (07-0725-RS3) authorizing scholarship awards to Honorary Student Board Members who are attending a two or four year college or university. Information pertinent to this scholarship award is stated below.

UNIVERSITY: University of Illinois at Urbana-Champaign
 506 S. Wright
 Urbana, IL 61801
 Jane Barham
 217.2442024
 Vendor # 32571

USER: Office of the Board
 125 S. Clark Street
 Estela Beltran
 773.553-1600

PAYMENT PERIOD: Tuition payment is authorized to the university on behalf of Damani Rashad Bolden for the 2010-2011 school year.

SCHOLARSHIP AMOUNT: \$1,000.00

AUTHORIZATION: The Chief Financial Officer is authorized to direct payment to be made to the University.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to: Office of the Board: \$1,000.00 Fiscal Year: 2011
 Budget Classification: 10110-115-54105-231004-000000
 Source of Funds: Board of Education/Educational Services

10-1117-OP1

**AMEND BOARD REPORT 09-0923-OP1
AMEND BOARD REPORT 03-0527-OP19
AMEND BOARD REPORT 02-0724-OP06
 APPROVE ENTERING INTO TWO LEASE AGREEMENTS WITH
 PERSPECTIVES CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into two lease agreements with the Perspectives Charter School for the building and land at 1915 South Federal Street. Written lease agreements are currently being negotiated. The Tenant

shall not take possession of either premises nor shall any leasehold estates be created prior to the execution of the written lease agreements. The authority granted herein shall automatically rescind in the event written agreements are not executed within 90 days of the date of this Board Report. Information pertinent to the lease agreements is stated below.

This Amended Board Report is necessary because the Tenant has restructured its financing by obtaining a loan to construct the new building and improvements without encumbering its leasehold estate with a mortgage. However, in lieu thereof, the Board will be required to give a Guaranty of the debt to the same extent that the Board was required pay the lien of the mortgage as set forth in the Original Board Report. This amended Board report authorizes an Amendment of the Lease to reflect the foregoing and authorizes the execution of the Guaranty.

This September 2009 Amended Board Report is necessary because Perspectives has entered into a Letter of Credit arrangement with Harris Bank, pursuant to which Harris Bank has issued a Letter of Credit in favor of Perspectives to support the loan through the Illinois Finance Authority. The Original Reimbursement Agreement pursuant to which the Letter of Credit was issued has expired and has been extended through November 2009. Perspectives and Harris Bank have agreed to renew the Reimbursement Agreement and extend the Letter of Credit, including amending certain covenants and the amortization schedule therein, upon certain conditions, including the continuation of the Board's Guaranty in an amount not to exceed \$4,500,000. This Amendment authorizes the extension of the Board Guaranty.

This November 2010 amendment is necessary because the Amended and Restated Reimbursement Agreement and its extension will expire on January 5, 2011. This amendment delegates authority to the Chief Financial Officer to execute future extensions of the Board Guaranty consistent with the parameters of this amended Board Report.

TENANT: Perspectives Charter School
1532 South Michigan Avenue
Chicago, IL 60603
Contact Person: Matt Shaw
Phone: (312) 431-8770

LANDLORD: Board of Education of the City of Chicago

LEASES: A Ground Lease shall be executed for the eastern portion of the Parcel (under which the Tenant shall construct the New Building identified below) and a Building Lease shall be executed for the western portion of the Parcel (under which the Tenant shall lease the Existing Building identified below). Each of the Premises under the leases will be identified pursuant to a survey.

PARCEL: The entire parcel encompassing both Leases consists of an approximately 74,000 square feet triangular parcel bounded by South Federal Street, West 19th Street and South Archer Avenue (the "Parcel").

TERM: The term of each lease agreement shall commence on the date such agreement is signed. The Building Lease shall end June 30, 2004. The Ground Lease shall end June 30, 2042. Both leases shall automatically terminate in the event that the Charter School Agreement between the Board and Perspectives Charter School is terminated or in the event that Perspectives Charter School otherwise ceases to operate.

USE: The Tenant shall use the Existing Building and the New Building to accommodate the operation of the Perspectives Charter School.

EXISTING BUILDING: The existing building is a one-story modular unit located on the western portion of the Parcel. Tenant shall occupy the Existing Building for the term of the Building Lease during which time it shall be constructing the New Building, as detailed below.

CONSTRUCTION OF NEW BUILDING: Under the Ground Lease, Tenant shall have the right to construct a new building, for school purposes only, on the eastern portion of the Parcel, as specifically identified in the Ground Lease (the "New Building"). The New Building shall be a 3-story, 36,000 square foot facility with a footprint of approximately 12,000 square feet. The constructions budget and all plans and specifications for the New Building shall be subject to Board approval.

ADDITIONAL IMPROVEMENTS TO THE PARCET: Under the Ground Lease, Tenant shall also make other improvements to the Parcel, including a parking lot, recreational facilities and open space; all being subject to Board approval. The Ground Lease provides for a sharing of the additional improvements between the Board and the Tenant.

OWNERSHIP OF NEW BUILDING AND ADDITIONAL IMPROVEMENTS: At the termination of the Ground Lease due to expiration of the Lease Term or termination of the Lease due to default or breach by the Tenant, the New Building and all additional improvements shall become the sole property of the Board and Tenant shall cease to have any ownership rights or leasehold rights.

GUARANTY: The Board shall execute a Guaranty of a default in the loan to the Tenant for the construction of the new building and improvements, such Guaranty being limited to the second \$4,500,000 of such debt, the first \$1,000,000 being the obligation of the Tenant or a third party or parties.

RENT: The annual rent for the Term of the Leases shall be as follows:

Building Lease: \$1 per annum

Ground Lease: Commencement until 6/30/34: \$1 per annum.
7/1/34 to 6/30/42: \$250,000 per annum, payable monthly in advance, and increasing on a cumulative basis by 3% on 7/1/35 and each July 1 thereafter.

INSURANCE/INDEMNIFICATION: Tenant shall provide adequate insurance at all times as specified in the Lease Agreements.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the Lease Amendment and Guaranty. Authorize the President and Secretary to execute the Lease Amendment and Guaranty. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the lease agreements. Authorize the General Counsel to review and negotiate terms of the Extension of the Board Guaranty as may be necessary. This authority is contingent on the other Guarantors on the Letter of Credit remaining Guarantors of the Letter of Credit and the Board having no additional exposure under the Guaranty.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Credit to General Fund
Budget Classification: 210

GENERAL CONDITIONS:

Inspector General – Each party to the agreements shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreements shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreements.

Ethics – The Board Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreements.

Contingent Liability – The agreements shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry abstained on Board Report 10-1117-OP1.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX1, 10-1117-EX3, 10-1117-ED1, 10-1117-BD1 and 10-1117-OP1, with the noted abstention would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX1, 10-1117-EX3, 10-1117-ED1, 10-1117-BD1 and 10-1117-OP1 adopted.

10-1117-PR1

APPROVE ENTERING INTO AN AGREEMENT WITH MNJ TECHNOLOGIES DIRECT, INC. FOR THE PURCHASE OF PROJECTORS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with MNJ Technologies Direct, Inc. for the purchase of projectors for all schools, including charter schools, area instructional offices and central office departments at a cost not to exceed \$1,000,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 10-250036
Contract Administrator : Nanzi Flores / 773-553-2273

VENDOR:

- 1) Vendor # 38667
MNJ TECHNOLOGIES DIRECT
1025 S. BUSCH PARKWAY
BUFFALO GROVE, IL 60089
Sonny Rogalevich
847-876-8819
847-876-5619

USER:

Office of Procurement and Contracts
125 South Clark Street 10th Floor
Chicago, IL 60603

Contact : Nanzi Flores
Phone: 773-553-2273

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Goods: Projectors for all Area Instructional Offices, Central Office Departments and Schools.
Quantity: to be determined.
Unit Price: as indicated in the contract.
Total Cost Not to Exceed: \$1,000,000.00

OUTCOMES:

This agreement will result in the Board having the ability to purchase projectors for the District.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total compensation not to exceed the sum of \$1,000,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 15% total WBE participation. OBD recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the contract scope is not further divisible.

The vendor will self-perform these services.

Total WBE - 100%

MNJ Technologies Direct, Inc.
1025 E. Busch Parkway
Buffalo Grove, IL 60089
Contact: Susan Kozak

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Schools and Departments
Fiscal Year: 2011-2013
Budget Classification: Various
Amount: Not to Exceed \$1,000,000

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR2

AMEND BOARD REPORT 10-0822-PR4 AMEND BOARD REPORT 10-0428-PR7 APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at a cost for the option period not to exceed \$21,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This September 2010 amendment is necessary to (i) add a new budget line to accommodate snacks as part of the extended day learning program and (ii) change the budget line and dollar amount. No written amendment is required.

This November 2010 amendment is necessary to substitute a new fuel as the basis for price adjustments. The original agreement allows for a monthly fuel adjustment based upon the price for Low Sulfur #2 with Lubricity fuel for Chicago/the Chicago area as set forth in the Oil Price Information Service (OPIS) PADD Report. This fuel is being phased out and replaced with cleaner burning Ultra Low Sulfur Diesel and is to be used for price adjustments retroactive to November 1, 2010. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 09-250053
Contract Administrator : Patricia Hernandez / 773-553-2256
VENDOR:

- 1) Vendor # 39550
C & M JV1 COMPANY, LTD.
16408 S. PULASKI ROAD
MARKHAM, IL 60426
Christine Stajaczak
708-598-3436

USER:

Citywide Nutrition Support Services
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Louise Esaian
Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0826-PR5) in the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

OPTION PERIOD:

The term of this agreement is being extended for one-year commencing June 19, 2010 and ending June 18, 2011.

OPTION PERIODS REMAINING:

There are 3 option periods for one year each remaining.

SCOPE OF SERVICES:

Vendor shall continue to supply and deliver milk to Chicago Public Schools as set forth in the original agreement.

DELIVERABLES:

Vendor will continue to supply and deliver milk as set forth in the agreement.

OUTCOMES:

Vendor's services shall continue to result in the delivery of quality milk products for consumption by Chicago Public Schools students.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$21,000,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Good and Services Contracts, the Office of Business Diversity recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation. The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%

Petromex
14702 S. Hamlin
Markham, IL 60426
Contact: Felipe Estrada

Total WBE 99%

C & C Dairy, Inc.
16408 S. Pulaski Rd.
Markham, IL 60453
Contact Person: Christine Stajszczak

McMahon Food Corp.
2110 S. Marshall Blvd
Chicago, IL 60623
Contact Person: Bridget McMahon

Krystal Dairy Services, Inc.
18121 Highwood Ave.
Homewood, IL 60430
Contact: Mary Catherine Hrascinski

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$21,000,000
Source of Funds: Lunchroom Funds

12050-331-53405-256009-000000-2011	\$145,000.00
12050-312-53205-256009-000000-2011	\$20,855,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR3

AMEND BOARD REPORT 10-0922-PR7 AMEND BOARD REPORT 10-0428-PR16 APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the second option to renew the agreement with Preferred Meal Systems to provide preplated meal-frozen to the Board at a cost not to exceed \$24,200,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This September 2010 amendment is necessary to (i) add a new budget line to accommodate snacks as part of the extended day learning program and (ii) change the budget line and dollar amount. No written amendment is required.

This November 2010 amended Board Report is necessary to substitute a new fuel as the basis for price adjustments and to revise the affirmative action section. The original agreement allows for a periodic fuel adjustment based upon the price for Low Sulfur #2 with Lubricity fuel for Chicago/the Chicago area as set forth in the Oil Price Information Service (OPIS) PADD Report. This fuel is being phased out and replaced with cleaner burning Ultra Low Sulfur Diesel. Therefore, the OPIS is no longer publishing this fuel price information. The pricing for Ultra Low Sulfur Diesel is to be used for future price adjustments. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of this amended Board Report.

Specification Number : 08-250016
Contract Administrator : Patricia Hernandez / 773-553-2256
VENDOR:

- 1) Vendor # 31236
PREFERRED MEAL SYSTEMS 3
5240 ST. CHARLES ROAD
BERKELEY, IL 60163
Arthur H. Bell
708-318-2520

USER:

Citywide Nutrition Support Services
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Louise Esaian
Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027,653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for a one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250016).

OPTION PERIOD:

This agreement is being extended for a one (1) year term commencing June 14, 2010 and ending June 13, 2011.

OPTION PERIODS REMAINING:

There are two (2) options to renew remaining for a period of one (1) year each.

SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated frozen and heated meals to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

DELIVERABLES:

Vendor will continue to provide frozen preplated breakfasts, lunches and after school meals and snacks.

OUTCOMES:

Vendor's services will continue to result in the delivery of quality meal services for the Chicago Public Schools.

COMPENSATION:

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement, total cost during this option period shall not exceed \$24,200,000.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program and Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract includes 35% total MBE and 7% total WBE. The vendor has identified the following firms:

Total MBE = 35%

Balton Corporation
8016 S. South Chicago
Chicago, IL 60617

T&T Food Services
2046 W. Lake St.
Chicago, IL 60612

Mil-Ray Food Company, Inc.
151 White Cedar Drive
Sicklerville, NJ 08081

Total WBE = 7%
~~Open Kitchens, Inc. 1101 W. 21st St. Chicago IL 60609~~
~~Baja Food 838 W. Roots St. Chicago, IL 60609~~

White Glove
356 E. Irving Park Road
Wood Dale, IL 60191

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$24,200,000
Source of Funds: Lunchroom Fund 312 and 314

12050-314-53205-256009-000000-2010	\$423,626.00
12050-312-53205-256212-000000-2010	\$724,694.00
12050-312-53205-256009-000000-2011	\$22,901,680.00
12050-331-53405-256009-430104-2011	\$150,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR4

**APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO
CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT
PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$3,377,176.01 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$100,455.00 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$946,158.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.
Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A
Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A
November 2010

REG. SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AMOUNT	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CP BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
1 Notre Dame - Wedington (Central) Primary ES	K.R. Miller Contractors, Inc	JOC	\$ 29,509.75	10/7/2010	2010	\$ 34,822	\$ 33,653	477	2033206	Install CPS provided playground equipment on site prepared by POC	9/17/2010
1 Sullivan HS	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 73,946.30	10/7/2010	2010	\$ 98,439	\$ 103,259	477	2033213	Install CPS provided playground equipment on site prepared by GC, demo existing as needed	9/17/2010
	Paul Borg Construction Co. Inc	JOC	\$ 764,901.37	10/7/2010	2010	\$ 821,849	\$ 1,026,935	477	2033221	Sullivan High School Parking Lot Improvements: Replace two existing parking lots with two new full scope parking lots, approximately 17,000 SF each including 3 new driveways and curb cuts with new ornamental metal skirting gates (3 total). New asphalt paving and root base including subgrade site regrade. New concrete walkways at one side of each parking lot that lead from sidewalk to building entrance. New area drains and storm sewer lines to city street main. New landscaping on one side of and at the rear of each parking lot to form an "L" shape border, plus internal landscape islands with trees as required by City Zoning Ordinance. New striping including striping for accessible parking spaces and signage in the North Lot. New site lighting as per ordinance to supplement existing parking lot lighting. Implosion as required by ordinance. A new accessible ramp and stair at the South lot is pending further site investigation	11/12/2010
			\$ 848,357.42								
2 Marion Academy	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 30,814.93	10/7/2010	2010	\$ 32,813	\$ 35,268	477	2033210	Install CPS provided playground equipment on site prepared by Society Gonzalez	9/17/2010
2 Natch ES	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 38,546.51	10/7/2010	2010	\$ 40,746	\$ 43,972	477	2033201	Install CPS provided playground equipment on site prepared by Society Gonzalez	9/17/2010
2 Ryan ES	Paul Borg Construction Co Inc	JOC	\$ 10,316.06	10/5/2010	2011	\$ 10,987	\$ 12,439	477	2034240	Power all locations as shown on distributed plans to support laptop charging stations. Use existing 4000 wire mold where applicable. Contrary to the narrative stated, for work in room 4307A, Use existing wire mold, wire form electrical panel in gym bathroom next to classroom 4305. All wiring goes back to MDF room 4202. Add lockable door to electrical panel in MDF room 4202	9/05/2010
2 Stone ES	K.R. Miller Contractors, Inc	JOC	\$ 500,017.84	10/7/2010	2010	\$ 542,588	\$ 326,757	477	2033218	New main enclosure and cedar fence. New interior and exterior ramped accessible entry. New interior and exterior ADA compliant signage. Relocate kitchen to expand the existing serving area, renovate existing lunchroom 010, convert classroom 006 into new lunchroom, convert classroom 312 into new music room. Scope was expanded to include additional interior lunchroom renovation to make all lunchrooms uniform, and a change in security desk location per Principal's decision P25	2/15/2011
			\$ 579,685.34								
3 Leeward Academy	F.H. Paschen, S.N. Nielsen & Associates, LLC	JOC	\$ 1,121,669.44	10/5/2010	2010	\$ 1,324,691	\$ 2,156,476	477	2033076	Demolish existing vaulted (and currently shored-up) 375' conical vaulted (College & Library buildings) with 4' below grade basement. Construct roofing detail to complement existing roof upon demolition. Due to condition of the facility it is dangerous to perform abatement, therefore assume all material hauled out to be A/C. Complete site with artificial turf and provide necessary site drainage per meeting with storm water management on 6/30/10	12/30/2010
3 Leland ES	Paul Borg Construction Co Inc	JOC	\$ 5,811.35	10/5/2010	2011	\$ 6,189	\$ 7,007	477	2034067	Power in room 4211 to support laptop charging stations. Mounting heights per CPS standards. Add approximately 6 LF of wire mold 4000 in room 4211 and replace (1) outlet to the other side of existing column. Connection in ITS hallway scope. Verify through the basement that the distance to stairs "that lead to the existing 4000 wire mold in room 408 and 208"	9/30/2010
3 Smyth ES	K.R. Miller Contractors Inc	JOC	\$ 85,932.23	10/5/2010	2011	\$ 93,451	\$ 103,869	477	2034241	To facilitate the roll-out of the Additional Learning Opportunity program. The set requires the following: 1) Selection of storage rooms for mobile laptop carts. 2) Installation of a dedicated 20A circuit outlet to charge the laptop carts (1 outlet per each cart within the storage room). 3) Secure the storage room by replacing the door (1) and replacing. 4) Replacing existing access panels in classroom (existing lighting and wiring to be included in the scope) and include the computer bus or MDF room and all associated low-voltage wiring	9/30/2010
			\$ 1,313,432.94								

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REG.	SCHOOL	Affirmative Action			
		AA	H	A	WBE
1	Notre Dame - Wellington (Camras)	7	0	0	61
1	Prussing ES	0	31	0	0
1	Sullivan HS	0	0	0	25
2	Morton Academy	0	0	0	56
2	Nash ES	0	8	0	0
2	Ryerson ES	0	0	0	0
2	Stowe ES	2	23	5	2
3	Lawndale Academy	35	3	0	12
3	Leland ES	0	0	0	0
3	Smyth ES	2	74	0	0
4	Burke ES	0	75	0	25
4	Chavez Center	0	31	0	56
4	Parkman ES	35	2	0	0
5	Davis Academy	36	0	0	8
5	Morrill ES	0	0	0	57
6	Curtis School	0	0	0	0
6	Esmond School	0	0	0	0

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSNovember Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
10/28/2010

FAULTY	CONTRACT #	Base Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR & CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME COM EXTN
Courtney School	1781729	08-0722-PP6	1	GC	F.H. Paschen, S.N. Madsen & Assoc., Inc.	BUL03 \$45,212	\$15,385	\$688,000	\$748,387	8.81% 0
DESCRIPTION										
>> Mechanical Scope - Base scope inadequate to run boilers. Boiler tubes for both boilers require replacement. Also safety valves, check valves and control devices are both boilers.										
Curtis School	1833141	08-1123-PP6	6	GC	F.H. Paschen, S.N. Madsen & Assoc., Inc.	18 \$4,976	\$186,488	\$1,981,000	\$2,155,464	8.81% 0
DESCRIPTION										
>> Provide and install steam piping to 3 unit ventilators and access panels. Work to be done at a T&M basis not to exceed the 9,224.00										
Curtis School	1833141	08-1123-PP6	6	GC	F.H. Paschen, S.N. Madsen & Assoc., Inc.	SOW6 \$5,184	\$165,468	\$1,981,000	\$2,151,632	8.62% 0
DESCRIPTION										
>> Install and remove 7 apt coolers										
Field School	1557412	08-0723-PP6	1	GC	Reliable & Associates Construction Co.	1814 \$8,725	\$30,880	\$2,729,651	\$2,760,275	1.46% 0
DESCRIPTION										
>> As per City of Chicago Inspection, replace or fix the following non-functioning sealing pieces of equipment: Outdoor leaf, Pressure switch inside pump room, Flow valve for City water.										
Fiske School	1854638	10-0127-PP1	5	GC	Friedler Construction Co.	O-OEM \$13,780	\$0	\$1,382,400	\$1,406,180	0.99% 0
DESCRIPTION										
>> Provide payment to OEMC for relocation of City lot.										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38E (\$37,800)	\$213,671	\$7,047,071	\$7,223,742	2.51% 0
DESCRIPTION										
>> Credit for not performing the installation of windows for phase 2.										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38F (\$140,000)	\$213,671	\$7,047,071	\$7,160,742	1.61% 0
DESCRIPTION										
>> Credit for not performing the Electrical Work for Phase 2.										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38G (\$82,177)	\$213,671	\$7,047,071	\$7,168,565	1.72% 0
DESCRIPTION										
>> Credit for not performing pipe installation for phase 2.										
>> Credit for not performing piping for phase 2.										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38H (\$5,750)	\$213,671	\$7,047,071	\$7,254,802	2.95% 0
DESCRIPTION										
>> Credit for not performing window shades for phase 2.										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38J (\$88,378)	\$213,671	\$7,047,071	\$7,164,372	1.88% 0
DESCRIPTION										
>> Credit for not performing new general trades, carpentry, framing & siding, doors & hardware, drywall & plastering, lower ventilation, moving furniture, general systems related work for phase 2										
Hancock High School	1835373	05-1116-PP3	5	GC	Michels Construction, Inc.	38K (\$15,000)	\$213,671	\$7,047,071	\$7,245,742	2.82% 0
DESCRIPTION										
>> Credit for not performing artwork for phase 2.										

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FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON. EXTN
Hawthorn High School	1003373	05-1116-PR03	5	GC	Michael Construction, Inc.	\$213,671	\$7,047,071	\$7,251,242	2.96%
DESCRIPTION -> Credit for not performing the lead and balance work for phase 2.									
Hawthorn High School	1003373	05-1116-PR03	5	GC	Michael Construction, Inc.	\$213,671	\$7,047,071	\$7,247,342	2.84%
DESCRIPTION -> Credit for not performing the masonry work for phase 2.									
Johns Community Academy-Barbara Stammes Academy	1854635	10-0127-PR1	5	GC	Friedler Construction Co.	\$0	\$1,580,000	\$1,570,247	-0.62%
DESCRIPTION -> Contractor to provide credit for installing standard CMU in lieu of color integral ground face CMU walls and structural glaze the base at the elevators at all levels.									
Johns Community Academy-Barbara Stammes Academy	1854635	10-0127-PR1	5	GC	Friedler Construction Co.	\$0	\$1,580,000	\$1,626,380	2.94%
DESCRIPTION -> Asphalt repair									
Lozano bilingual Center	1848955	10-0127-PR1	2	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	\$0	\$725,970	\$737,632	1.61%
DESCRIPTION -> Install water protection for the destructive masonry openings and unfinished level repairs in the southwest parking lot due to earlier than expected winter conditions									
Lozano bilingual Center	1848955	10-0127-PR1	2	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	\$0	\$725,970	\$732,455	0.89%
DESCRIPTION -> 4 additional months of overhead protection at the east elevation door way and 2 additional months of overhead protection at the north, south and west elevations									
Lozano bilingual Center	1848955	10-0127-PR1	2	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	\$0	\$725,970	\$757,745	4.36%
DESCRIPTION -> Modifications to the brick, stone and steel repairs due to discovered conditions. Initially destructive investigation was performed to determine a fix for the building. However, as the repairs began, the existing conditions did not match what was discovered on site									
Lozano Branch	1865558	10-0728-PR10	2	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	\$20,442	\$1,540,363	\$1,564,780	1.54%
DESCRIPTION EAO -> Provide gypsum wall board above ceiling at newly applied spray insulation to the underside of the deck									
Lozano Branch	1865558	10-0728-PR10	2	GC	F.H. Paschen, S.N. Nelson & Assoc., Inc.	\$1,782	\$20,442	\$1,540,363	1.44%
DESCRIPTION EAO -> Provide laminated hardware for door 121A per MOPO and install new UL labeled glass at doors 112A, 118A, 133A, 201A, 206A, 215A, 301A, 306A & 312A. Wire glass is already installed at these locations but do not have UL label on them.									
Madison High School	1728785	06-0624-PR0	1	GC	Tyler Lane Construction, Inc.	\$543,368	\$27,109,127	\$27,742,141	2.63%
DESCRIPTION -> Additional supply cases in main hallway to publicly display recent trophies and awards received of learning in classrooms. Block up unused doorways to make room for cases and eliminate clutter in classrooms.									
Madison High School	1728785	06-0624-PR0	1	GC	Tyler Lane Construction, Inc.	\$543,368	\$27,109,127	\$27,747,971	2.88%
DESCRIPTION -> Electrically joint all steel connect in science classrooms to eliminate rust and grime									

CHICAGO PUBLIC SCHOOLS
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Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
10/28/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	CO-2	CO-AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME COM EXTN
Madison High School	178765	09-0624-PR0	1	GC	Tyler Lane Construction, Inc.	BULL	\$22,503	\$543,368	\$27,169,127	\$27,754,987	2.08%
DESCRIPTION >> Replace all tile in boys and girls lockerroom taller rooms. Includes prep, installation and cleanup. Base scope was to patch in demo scars but floor slope prevents proper installation.											
May Academy	1916029	10-0536-PR3	3	GC	F.H. Paschen, S.N. Malinen & Assoc., Inc.	1003	(84,070)	(\$11,542)	\$1,546,000	\$1,536,388	-1.27%
DESCRIPTION >> Deluxe Sensation replacement at level entry. As per RFI 85.											
Payton High School	1827757	10-0623-PR0	2	GC	F.H. Paschen, S.N. Malinen & Assoc., Inc.	002	\$40,649	\$0	\$424,881	\$465,529	9.57%
DESCRIPTION >> Install additional double at the greenhouse outbuilding to prevent vehicle movement. In addition, (2) water chamber tests, one at the greenhouse and 1 at the elementary.											
Payton High School	1827757	10-0623-PR0	2	GC	F.H. Paschen, S.N. Malinen & Assoc., Inc.	005	\$37,553	\$0	\$424,881	\$462,434	8.84%
DESCRIPTION >> Remove side edge condition for the 2nd & 3rd floors at rooms 214 & 314.											
Pea School	1802980	10-0536-PR3	6	GC	Miller	CO-2	\$11,726	\$83,173	\$1,514,000	\$1,618,899	6.83%
DESCRIPTION EAO >> Provide misc. electrical work and appurtenances in various locations including selective disconnection of electrical devices. Include patching and painting as required for said work. EAO >> Remove existing wood trim and casement from S & W walls in taller room 208. Patch and finish walls to match existing per sketch A1-14. EAO >> Provide new concrete steps at new elevator machine room with landing.											
Pea School	1802980	10-0536-PR3	6	GC	Miller	XX-OEI	\$4,966	\$83,173	\$1,514,000	\$1,614,169	6.62%
DESCRIPTION >> GC to provide funds to cover OEMC city fee relocation.											
Rearing School	1963272	10-0536-PR3	1	GC	Miller	012	\$14,241	\$0	\$1,252,172	\$1,266,413	1.14%
DESCRIPTION >> Additional soils needed to be removed per CSG's field testing to reach adequate subgrade											
Schurz High School	1908654	10-0428-PR0	1	GC	Chicago Commercial Contractors, LLC	Bul 68	\$7,000	\$183,369	\$3,564,256	\$3,774,627	5.31%
DESCRIPTION >> Furnish and install the remaining wood flooring. 360 sf in Room 422 and 680 sf in Room 420.											
Spaulding Elementary School	1677002	08-0225-PR4	3	GC	Michels Construction, Inc.	10111	\$12,187	\$662,974	\$26,616,121	\$27,281,262	2.54%
DESCRIPTION >> Provide additional fee designers for existing ducts in rooms 1128, 2148 and 218. As per RFI 8124.											
Thorp School (Juniata)	1807581	10-0536-PR3	6	GC	Child Group Inc.	11	\$44,000	\$0	\$2,417,760	\$2,461,760	1.82%
DESCRIPTION >> Provide infrastructure and finishes to support the installation of a new computer lab in the B-Building as it is to be relocated from the C-Building											
Washington School (Hemlock)	1783415	08-0722-PR0	6	GC	Child Group Inc.	21	\$38,570	(\$1,987)	\$1,277,760	\$1,312,303	2.71%
DESCRIPTION >> Zoning Issues - Parking lot repaving/removed and tree planting											

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSNovember Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)APPENDIX B
10/28/2010

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN
Young Margaret High School (Nelson)	1700236	09-0422-PR10	3	GC	K.R. Miller Construction Company	1008	\$39,146	\$0	\$8,037,000	\$8,076,146	0.49%
DESCRIPTION >> Supplemental SOH - Provide labor and material to investigate issues related to existing conditions with ducts and temperature distributions throughout the school											
Young Margaret High School (Nelson)	1700236	09-0422-PR10	3	GC	K.R. Miller Construction Company	1021	\$5,839	\$0	\$8,037,000	\$8,042,839	0.07%
DESCRIPTION >> ALLOWANCE REDUCTION - Replace delays in RTUs 25, 27, 32											
Total Change Orders:										\$100,455	

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSNovember Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
10/26/2010

FACILITY	CONTRACT #	Board Request	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR & CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN
Amundson High School	1803516	10-0428-PP08	1	GC	10000	\$7,051	\$384,886	\$2,539,000	\$2,531,047	15.44%
DESCRIPTION										
EAO >> Remove (3) existing HMI frames and wood masts and reverse at each door opening for the girls exit room on north side of building. Relocate any installed mirrors or install in new location.										
Carlisle High School	1703188	08-0422-PP10	3	GC	Blackman Construction Company	1024	\$125,000	\$3,036,000	\$3,370,398	11.11%
DESCRIPTION										
>> Provide new BAS system for Fire Arms Building										
>> Provide temporary heat exchangers to Fire Arms RTUs. Provide temporary unit heaters in 3 classrooms of Academic Building										
Danvers School	1738477	09-0722-PP08	2	GC	F.H. Pruehen, S.M. Halpin & Assoc., Inc. BULLZZ	\$3,488	\$415,761	\$2,317,000	\$2,736,249	18.09%
DESCRIPTION										
>> Correction of existing doors within the basement level to avoid existing piping and conduit. Provide for fully operational doors and unobstructed door swings.										
Danvers School	1738477	09-0722-PP08	2	GC	F.H. Pruehen, S.M. Halpin & Assoc., Inc. COR BE	\$14,567	\$415,761	\$2,317,000	\$2,741,328	18.57%
DESCRIPTION										
>> Provide clearing materials and labor during the return air scope change										
Dunbar High School	1871521	10-0224-PP02	4	GC	Chicago Commercial Contractors, LLC	05	\$49,135	\$49,850	\$731,135	15.68%
DESCRIPTION										
>> Remove and replace asphalt at existing South parking lot (asphalt lot in lieu of selective replacement). Compact existing subgrade as necessary to achieve proper support. Replace areas of subgrade as necessary. Replace catch basin deck and slope the lot as necessary to achieve proper drainage.										
Harwood High School	1035373	05-1116-PP03	5	GC	Michals Construction, Inc.	1038	\$180,782	\$213,671	\$7,451,524	5.74%
DESCRIPTION										
>> Schedule compression and overtime costs incurred due to disconnected asbestos material that required the project be stopped until it was abated										
Harwood High School	1035373	05-1116-PP03	5	GC	Michals Construction, Inc.	1837	\$84,000	\$213,671	\$7,047,071	4.22%
DESCRIPTION										
>> Schedule compression and overtime costs incurred to furnish and install a temporary boiler system while the replacement boiler system was manufactured on site										
Jamestown School	1912008	10-0330-PP03	1	GC	Al-Bry Construction	100	\$32,216	\$252,280	\$1,841,248	17.17%
DESCRIPTION										
EAO >> Change location of emergency generator and fence. Demolish two areas of chain link fences and gates. Provide new chain link fences and gates with privacy slats. Remove existing concrete paving to allow installation of new concrete and compact base; install new concrete paving with thickness of new concrete to match existing										
Jamestown School	1912008	10-0330-PP03	1	GC	Al-Bry Construction	BLL 11	\$22,006	\$252,280	\$1,841,248	16.58%
DESCRIPTION										
>> Furnish and install rebarbed outdoor fence relocated rebarbed fence 2-1 through the rear storage area to connect with existing supply ductwork to rooms 108, 212, 217 and corridors 1 & 2										
Madison School	1802993	10-0530-PP03	5	GC	F.H. Pruehen, S.M. Halpin & Assoc., Inc.	12	\$83,047	\$0	\$1,436,000	5.79%
DESCRIPTION										
>> Replace existing chimney stack by 30". Upon completion locally rebuild masonry two upshot to sound masonry. Scraper piers with rust inhibitor primer and paint boiler rump and remove and replace lighting not protection. Include alternate in gold and back post remaining chimney stack.										
Madison School	1765488	09-0722-PP08	3	GC	F.H. Pruehen, S.M. Halpin & Assoc., Inc.	1030	\$57,000	\$448,388	\$1,542,888	31.75%
DESCRIPTION										
>> Relocate auditorium chair III										

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONSNovember Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)APPENDIX C
10/26/2010

FACILITY	CONTRACT #	Board Request	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR & CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN	
Madison High School	1726765	09-0624-PR0	1	GC	Tyler Lane Construction, Inc.	BUL02	\$122,332	\$27,189,127	\$27,854,827	2.45%	
DESCRIPTION >> Laminate bathroom walls & doors with ceramic tile to eliminate surfaces stained stained by permanent marker. Includes removal of partitions and fixtures, prepping and leveling walls, reinstallation of fixtures. Six bathrooms. 12 fixtures per room.											
McNell School	1740331	09-0722-PR0	5	GC	F.H. Paschen, S.N. Mathen & Assoc., Inc.	29	\$5,183	\$432,840	\$1,579,000	\$2,017,023	27.74%
DESCRIPTION >> Alterate #1 of Bulletin 25 - Replacement of Southwest and Southeast Tunnel											
Monroe School	1740331	09-0722-PR0	5	GC	F.H. Paschen, S.N. Mathen & Assoc., Inc.	COR24	\$1,273	\$432,840	\$1,579,000	\$2,013,113	27.46%
DESCRIPTION >> Provide LBP mitigation for the exterior doors to be painted.											
Murphy School	1706301	09-0527-PR3	1	GC	CMH Group, Inc.	BUL14	\$18,899	\$186,142	\$1,062,000	\$1,266,941	18.93%
DESCRIPTION EMO >> Provide new fire rated doors, frames and hardware for Doors 102/Floor Passage way, Door 103/2nd Floor Storage/Office, Door 104 / 2nd Floor Toilet Room, Door 105 / 2nd Floor Library.											
Shawnee North	1440383	09-1123-PR0	2	GC	Miller	002R	(\$100,283)	\$180,000	\$794,000	\$873,717	10.04%
DESCRIPTION >> CREDIT: ConEd cost to provide electrical scope design and perform new ConEd primary work. (Credit to COR 002)											
Thompson School (Jennae)	1807591	10-0526-PR3	6	GC	CMH Group, Inc.	4	\$63,114	\$0	\$2,417,700	\$2,480,814	2.61%
DESCRIPTION >> Provide coat hooks in each of the cloak rooms in the A building. Provide a mirror board in every classroom in the A building											
Yale School	1817019	09-1028-PR3	5	GC	Chicago Commercial Contractors, LLC	20-CDC	\$167,459	(\$9,875)	\$2,109,429	\$2,267,013	7.47%
DESCRIPTION >> Provide window guards for 2nd and 3rd floors including curtain wall											
Total Change Orders:						\$844,188					

10-1117-PR5

**APPROVE ENTERING INTO AN AGREEMENT WITH AMERICAN MESSAGING SERVICES, LLC FOR
PAGING COMMUNICATION SERVICES AND EQUIPMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with American Messaging, LLC ("American Messaging") to provide paging communication services and rental equipment for Chicago Public Schools ("CPS"). This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not to exceed \$120,000.24, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$30,202.62. American Messaging was selected on a competitive basis pursuant to Board Rule 7-2. A written document is currently being negotiated. No services shall be provided by American Messaging and no payment shall be made to American Messaging prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250047
Contract Administrator : Demetra Knowles / 773-553-3256
VENDOR:

- 1) Vendor # 91084
AMERICAN MESSAGING SERVICES LLC
1720 LAKEPOINTE DR. STE 100
LEWISVILLE, TX 75057
Mark McCormick
888-223-4123

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshale Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-3060

TERM:

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2014. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

American Messaging will provide the Board with digital paging services, including paging devices and paging network services (telephone numbers). It is estimated that the Board will utilize up to a total of 310 pagers: 200 local numeric; 35 regional numeric, 10 nationwide numeric, 15 regional two-way alphanumeric and 50 nationwide two-way alphanumeric pagers. It is estimated the pager population will remain constant during the agreement term.

DELIVERABLES:

American Messaging will provide the Board with paging services and rental equipment through the end of fiscal year 2014.

OUTCOMES:

This agreement will result in the Board having continuous paging communication services and equipment through the end of fiscal year 2014.

COMPENSATION:

American Messaging shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$120,000.24, of which approximately \$89,797.62 is eligible for, but not contingent upon, E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$30,202.62.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the M/WBE goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, as the scope of the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services \$30,202.62

See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials

12540-230-54405-254501-000000-2012	\$10,067.54
12540-230-54405-254501-000000-2013	\$10,067.54
12540-230-54405-254501-000000-2014	\$10,067.54

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

ATTACHMENT 1**FINANCIAL:**

		FY12	FY13	FY14	TOTAL
Annual Eligible		\$34,805.28	\$34,805.28	\$34,805.28	\$104,415.84
	CPS-14%	\$4,872.74	\$4,872.74	\$4,872.74	\$14,618.22
	SLD-86%	\$29,932.54	\$29,932.54	\$29,932.54	\$89,797.62
Annual InEligible		\$5,194.80	\$5,194.80	\$5,194.80	\$15,584.40
		\$40,000.08	\$40,000.08	\$40,000.08	\$120,000.24
CPS PAYS	12540-230-54405-254501-000000	\$10,067.54	\$10,067.54	\$10,067.54	\$30,202.62
SLD PAYS		\$29,932.54	\$29,932.54	\$29,932.54	\$89,797.62
		\$40,000.08	\$40,000.08	\$40,000.08	\$120,000.24

10-1117-PR6

FINAL

**APPROVE EXERCISING THE FINAL OPTION TO RENEW AGREEMENTS AND APPROVE
ENTERING INTO AN AGREEMENT WITH SBC CORPORATION, DBA AT AND T FOR VOICE AND
DATA SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the master agreement with AT and T to provide for the following services to the Board: 1. Appendix A - Discounted Usage Rates for Local Services; 2. Appendix B - Leased Wide Area Network Fiber Transport Services; 3. Appendix C - Centrex Switching Services; 4. Appendix D - Purchase of Tariff-Based (Non-Centrex) Telecommunications Services; 5. Appendix E - Contracted Prime Interface Rate (PRI) DS1 Services; and 6. Appendix F - 911 Locator ID Services. This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not exceed \$70,902,640.50, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$12,152,333.30. A written document exercising this option is currently being negotiated. No payment shall be made to AT and T during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 13290
SBC CORPORATION
225 WEST RANDOLPH STREET., STE
23C-13
CHICAGO, IL 60606
Keneese McNamer
312-364-2982

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact :	Arshela Stevens
Phone:	773-553-1300
Project Manager:	Kathryn Zalewski
Phone:	773-553-3060

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #04-1117-PR6) in the amount of \$965,300.00 was for a term commencing July 1, 2005 and ending June 30, 2008 with the Board having two options to renew, each for a period of three years. The agreement was amended (authorized by Board Report #04-1215-PR18 and #07-0124-PR9) to revise the scope, adjust E-Rate percentage discount, add charter schools to agreement, and exercise the first option to renew. The renewal was for a term commencing July 1, 2008 and ending June 30, 2011. This agreement was further amended (authorized by Board Report #07-0228-PR5 and #08-1119-PR6) to authorize Board indemnification of vendor and to authorize Board to enter into an agreement for enhanced 911 services. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for three years commencing July 1, 2011 and ending June 30, 2014.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

See individual Appendices A-F.

DELIVERABLES:

See individual Appendices A-F.

OUTCOMES:

See individual Appendices A-F.

COMPENSATION:

The total amount of the contract shall not exceed \$70,902,640.50, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$12,152,333.30.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement include: 35% MBE and 5% WBE participation.

The following participation has been identified and scheduled:

Total MBE - 35%

Computer Resource
One Pierce Place #325W
Itasca, Illinois 60143

United Building Maintenance
165 Easy Street
Carol Stream, Illinois 60188

Fieldstone Building Services
221 E. Rockbar Dr.
Romeoville, Illinois 60446

Total WBE - 5%

Archon Construction Co.
563 S. Rohlwing Rd.
Addison, Illinois 60101

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

See Appendix G

12540-230-54405-254501-000000-2012	\$3,604,414.61
12510-230-54405-254501-000000-2013	\$4,062,035.77
12510-230-54405-254501-000000-2014	\$4,485,882.92

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Appendix A

**APPROVE EXERCISING FINAL OPTION TO RENEW ON AGREEMENT
FOR DISCOUNTED USAGE RATES FOR LOCAL AND INTRALATA SERVICES**

Approve exercising the final option to renew the agreement with AT&T to provide cost discounts on local usage for Centrex and Non-Centrex Services for a three (3) year term for CPS. The discounted usage rates are based upon a minimum annual usage of \$965,300.00 of services for each year of the term. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of the Board Report information pertinent to this agreement is stated below.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

SCOPE OF SERVICES: AT&T shall provide discounts on local usage for Centrex and Non-Centrex services. Local usage shall be billed at the following rates: Band "A" usage at 1.1 cents for all minutes, and Band "B" and "C" usage at 2.2 cents for all minutes. Additionally, IntraLATA discounts shall be added to the Agreement to be billed at the following rates: IntraState IntraLATA Toll usage at 3.5 cents for all minutes and Toll-Free 800/888 usage at 3.5 cents for all minutes.

DELIVERABLES: The Board shall receive discounts for all local services (e.g., Centrex and Non-Centrex) as well as IntraState IntraLATA and Toll-Free 800/888 services. Following is a summary of the current rates:

CURRENT USAGE RATES

	<u>FIRST MINUTE</u>	<u>SUBSEQUENT MINUTES</u>
BAND A	\$0.011	\$0.011
BAND B	\$0.022	\$0.022
BAND C	\$0.022	\$0.022

IntraLATA Toll/800 USAGE

	<u>FIRST MINUTE</u>	<u>SUBSEQUENT MINUTES</u>
IntraLATA	\$0.035	\$0.035
Toll/800	\$0.035	\$0.035

OUTCOME: The Board will receive the discounted local, IntraLATA and Toll/800 usage rates

OPTIONS TO RENEW: This Agreement shall have zero (0) options to renew.

FINANCIAL: No charge to the Board for these services.

Appendix B

**APPROVE EXERCISING THE FINAL OPTION TO RENEW ON AGREEMENT
FOR LEASED WIDE AREA NETWORK FIBER TRANSPORT SERVICES**

Approve exercising the final option to renew the agreement with AT&T for the provision of Leased Wide Area Network ("WAN") Fiber Transport Services, including DS-1, DS-3, synchronous optical network ("SONET") and dedicated OC-48 rings, high speed multimegabit fiber connectivity data services Layer two (2) fiber-based switched ethernet data services, and network reconfiguration ("ANRS") as well as other network services at the applicable negotiated and tariff discounted rates

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$47,183,644.20 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$8,174,485.90.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

SCOPE OF SERVICES: AT&T shall provide leased WAN transport services to the Chicago Public Schools. The WAN services provide DS-1, DS-3, synchronous optical network ("SONET") and dedicated OC-48 rings, high speed multimegabit fiber connectivity data services, layer two (2) fiber-based switched ethernet data services, and network reconfiguration ("ANRS") as well as other network services at the applicable negotiated and tariff discounted rates. These services support administrative applications, e-mail and internet access on a district-wide basis. The WAN services will be provided to over 650 locations and will include a network reconfiguration service, which provides for limited growth before additional costs are incurred.

DELIVERABLES: AT&T will provide WAN data services for fiscal years 2012, 2013 and 2014

OUTCOMES: AT&T's services shall result in the Board having leased WAN data services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$47,183,644.20 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$8,174,485.90.

FINANCIAL: See Appendix G

Appendix C

APPROVE EXERCISING THE FINAL OPTION TO RENEW ON AGREEMENT FOR CENTREX SWITCHING SERVICES

Approve exercising the final option to renew the agreement with AT&T for the provision of local telecommunications services, more specifically known as Centrex Switching Services ("CSS"). The Minimum Annual Commitment (MAC) obligation for this Agreement will be no higher than 3,000 Centrex lines during the renewal term and the current pricing will remain the same.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases.

The total amount of the agreement shall not to exceed \$5,039,043.58 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$937,666.34.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SCOPE OF SERVICES: AT&T shall provide local CSS to the Central Service Center, all CPS schools and other CPS facilities. The CSS is engineered to support the capacity required for the 650 + locations throughout the District. The CSS will support incoming, outgoing and intercom (5-digit dialed) calls, as well as voice-messaging (on selected lines only) on a district-wide basis. The variable charges include: usage charges, installation charges, local calling area long distance charges, local 800 charges, FCC charges, miscellaneous access charges, E911 charges, E-Rate surcharge and applicable federal, state and local taxes.

DELIVERABLES: AT&T will provide the Board with Centrex telephone services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous Centrex telephone services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$5,039,043.58 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$937,666.34.

FINANCIAL: See Appendix G

Appendix D

APPROVE THE PURCHASE OF TARIFF-BASED (NON-CENTREX) TELECOMMUNICATIONS SERVICES

Approve the purchase of various tariff-based local telecommunications services from AT&T, including Integrated Services Digital Network (ISDN) access, Basic Rate Interface (BRI) access, Direct Inward Dial (DID), Plain Old Telephone Service (POTS) and all other basic non-Centrex, measured business services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$6,073,932.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$920,072.68

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SCOPE OF SERVICES: AT&T shall provide various local telecommunications services to the Chicago Public Schools in support of non-Centrex requirements. The services include ISDN and BRI access, dial-up/POTS (plain old telephone service) which supports security systems, BAS/HVAC monitoring and remote access, elevator and lift telephones and select video conferencing services

DELIVERABLES: AT&T will provide the Board with non-Centrex tariff-based telephone services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous Non-Centrex tariff-based telephone services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$6,073,932.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$920,072.68.

FINANCIAL: See Appendix G

Appendix E

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT FOR DS1 PRIMARY RATE INTERFACE (PRI) SERVICES

Approve exercising the final option to renew the agreement with AT&T for the provision of channelized DS1 Primary Rate Interface (PRI) services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$12,531,021.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$2,045,109.22.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SCOPE OF SERVICES: AT&T shall provide channelized DS1 Primary Rate Interface access to the Chicago Public Schools. The services include PRI services over 650 school locations and various administrative locations.

DELIVERABLES: AT&T will provide the Board with PRI services for fiscal years 2012, 2013 and 2014

OUTCOMES: The Board will have continuous PRI services for fiscal years 2012, 2013 and 2014

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$12,531,021.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$2,045,109.22.

FINANCIAL: See Appendix G

Appendix F

APPROVE ENTERING INTO AN AGREEMENT FOR 9-1-1 LOCATOR ID SERVICE

Approve entering into an agreement with AT&T for the provision of 9-1-1 Locator ID Services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases.

The total amount of the agreement shall not exceed \$75,000.00 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$75,000.00.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

TERM: The term of this agreement shall be for a period commencing upon execution of the agreement and ending June 30, 2014. This term is necessary to coincide with the term of the master agreement.

SCOPE OF SERVICES: SBC Global shall provide 9-1-1 Locator ID Service to the Chicago Public Schools. The services include 9-1-1 Locator ID Service at 23,500 stations within school locations, various administrative locations and Medill.

DELIVERABLES: AT&T will provide the Board with 911 Locator ID services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous 911 Locator ID services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows. The total amount shall not exceed \$75,000.00 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$75,000.00.

FINANCIAL: See Appendix G

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Appendix G

FINANCIALS FOR AT&T SERVICES:

APPENDIX B - WAN TRANSPORT SERVICES				Renewal Term			
				FY12	FY13	FY14	Total
REGULAR WAN ACCESS SERVICES							
Annual Eligible-Traditional WAN Access				\$3,011,440.00	\$3,077,440.00	\$3,143,440.00	\$9,232,320.00
Annual Eligible-Leased Gb Fiber Access				\$3,955,658.00	\$4,140,538.80	\$4,325,421.60	\$12,421,616.40
Annual Eligible-Lease Fiber Layer 2 Access				<u>\$5,949,900.00</u>	<u>\$7,933,200.00</u>	<u>\$9,822,450.00</u>	<u>\$23,705,550.00</u>
TOTAL ANNUAL ELIGIBLE				\$12,916,996.00	\$15,151,178.80	\$17,291,311.60	\$45,359,486.40
	CPS %age	14%	14%	\$1,808,379.44	\$2,121,165.03	\$2,420,783.62	\$6,350,328.10
	SLD %age	86%	86%	\$11,108,616.56	\$13,030,013.77	\$14,870,527.98	\$39,009,158.30
Annual InEligible-Traditional WAN Access				\$26,400.00	\$26,400.00	\$26,400.00	\$79,200.00
Annual InEligible-Leased Gb Fiber Access				\$177,609.00	\$243,027.60	\$311,821.20	\$732,457.80
Annual InEligible-Lease Fiber Layer 2 Access				<u>\$337,500.00</u>	<u>\$337,500.00</u>	<u>\$337,500.00</u>	<u>\$1,012,500.00</u>
TOTAL ANNUAL INELIGIBLE				\$541,509.00	\$606,927.60	\$675,721.20	\$1,824,157.80
Total-Traditional WAN Access				\$3,037,840.00	\$3,103,840.00	\$3,169,840.00	\$9,311,520.00
Total-Leased Gb Fiber Access				\$4,133,265.00	\$4,383,566.40	\$4,637,242.80	\$13,154,074.20
Total-Lease Fiber Layer 2 Access				<u>\$6,287,400.00</u>	<u>\$8,270,700.00</u>	<u>\$10,159,950.00</u>	<u>\$24,718,050.00</u>
TOTAL SERVICES				\$13,458,505.00	\$15,758,106.40	\$17,967,032.80	\$47,183,644.20
CPS PAYS 12540-230-54405-254501-000000				\$2,349,888.44	\$2,728,092.63	\$3,096,504.82	\$8,174,485.90
SLD PAYS				<u>\$11,108,616.56</u>	<u>\$13,030,013.77</u>	<u>\$14,870,527.98</u>	<u>\$39,009,158.30</u>
				\$13,458,505.00	\$15,758,106.40	\$17,967,032.80	\$47,183,644.20

APPENDIX C - CENTREX SERVICES				Renewal Term			
				FY12	FY13	FY14	Total
CENTREX SERVICES							
Annual Eligible				\$1,589,681.10	\$1,589,681.10	\$1,589,681.10	\$4,769,043.30
	CPS %age	14%	14%	\$222,555.35	\$222,555.35	\$222,555.35	\$667,666.34
	SLD %age	86%	86%	\$1,367,125.75	\$1,367,125.75	\$1,367,125.75	\$4,101,377.24
Annual InEligible (CPS pays 100%)				<u>\$90,000.00</u>	<u>\$90,000.00</u>	<u>\$90,000.00</u>	<u>\$270,000.00</u>
				\$1,679,681.10	\$1,679,681.10	\$1,679,681.10	\$5,039,043.30
CPS PAYS 12540-230-54405-254501-000000				\$312,555.35	\$312,555.35	\$312,555.35	\$937,666.34
SLD PAYS				<u>\$1,367,125.75</u>	<u>\$1,367,125.75</u>	<u>\$1,367,125.75</u>	<u>\$4,101,377.24</u>
				\$1,679,681.10	\$1,679,681.10	\$1,679,681.10	\$5,039,043.30

APPENDIX D - NON CENTREX SERVICES				Renewal Term			
				FY12	FY13	FY14	Total
NON-CENTREX SERVICES							
Annual Eligible				\$1,889,220.00	\$1,997,220.00	\$2,106,420.00	\$5,992,860.00
	CPS %age	14%	14%	\$264,490.80	\$279,610.80	\$294,898.80	\$839,000.68
	SLD %age	86%	86%	\$1,624,729.20	\$1,717,609.20	\$1,811,521.20	\$5,153,859.60
Annual InEligible (CPS pays 100%)				<u>\$27,024.00</u>	<u>\$27,024.00</u>	<u>\$27,024.00</u>	<u>\$81,072.00</u>
				\$1,916,244.00	\$2,024,244.00	\$2,133,444.00	\$6,073,932.00
CPS PAYS 12540-230-54405-254501-000000				\$291,514.80	\$306,634.80	\$321,922.80	\$920,072.68
SLD PAYS				<u>\$1,624,729.20</u>	<u>\$1,717,609.20</u>	<u>\$1,811,521.20</u>	<u>\$5,153,859.60</u>
				\$1,916,244.00	\$2,024,244.00	\$2,133,444.00	\$6,073,932.00

APPENDIX E - PRI SERVICES				Renewal Term			
				FY12	FY13	FY14	Total
PRI SERVICES							
Annual Eligible				\$3,950,043.00	\$4,064,307.00	\$4,178,571.00	\$12,192,921.00
	CPS %age	14%	14%	\$553,008.02	\$569,002.98	\$584,999.94	\$1,707,009.22
	SLD %age	86%	86%	\$3,397,036.98	\$3,495,304.02	\$3,593,571.06	\$10,485,912.06
Annual InEligible (CPS pays 100%)				<u>\$72,450.00</u>	<u>\$120,750.00</u>	<u>\$144,900.00</u>	<u>\$338,100.00</u>
				\$4,022,493.00	\$4,185,057.00	\$4,323,471.00	\$12,531,021.00
CPS PAYS 12540-230-54405-254501-000000				\$625,456.02	\$689,752.98	\$729,899.94	\$2,045,109.22
SLD PAYS				<u>\$3,397,036.98</u>	<u>\$3,495,304.02</u>	<u>\$3,593,571.06</u>	<u>\$10,485,912.06</u>
				\$4,022,493.00	\$4,185,057.00	\$4,323,471.00	\$12,531,021.00

APPENDIX F - E911 SERVICES				Term				Total
				FY12		FY13		
E911 SERVICES								
Annual Eligible			\$0.00		\$0.00		\$0.00	\$0.00
	CPS %age	14%	\$0.00	14%	\$0.00	14%	\$0.00	\$0.28
	SLD %age	86%	\$0.00	86%	\$0.00	86%	\$0.00	\$0.00
Annual InEligible (CPS pays 100%)			<u>\$25,000.00</u>		<u>\$25,000.00</u>		<u>\$25,000.00</u>	<u>\$75,000.00</u>
			\$25,000.00		\$25,000.00		\$25,000.00	\$75,000.00
CPS PAYS 12540-230-54405-254501-000000			\$25,000.00		\$25,000.00		\$25,000.00	\$75,000.28
SLD PAYS			<u>\$0.00</u>		<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>
			\$25,000.00		\$25,000.00		\$25,000.00	\$75,000.28

GRAND TOTAL		Renewal Term			
		FY12	FY13	FY14	Total
CPS PAYS 12540-230-54405-254501-000000		\$3,604,414.61	\$4,062,035.77	\$4,485,882.92	\$12,152,333.30
SLD PAYS		<u>\$17,497,508.49</u>	<u>\$19,610,052.73</u>	<u>\$21,642,745.98</u>	<u>\$58,750,307.20</u>
		\$21,101,923.10	\$23,672,088.50	\$26,128,628.90	\$70,902,640.50

President Richardson-Lowry abstained on Board Report 10-1117-PR6.

10-1117-PR7

**APPROVE ENTERING INTO AN AGREEMENT WITH HITEC GROUP INTERNATIONAL, INC. FOR
TTY SERVICES, TRAINING AND SUPPORT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Hitec Group International, Inc. ("Hitec") to provide TTY services to the Board. This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not to exceed \$629,535.00, of which approximately \$534,369.60 is the discounted portion eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$95,165.40. Hitec was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is currently being negotiated. No services shall be provided by Hitec and no payment shall be made to Hitec prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 10-250049
Contract Administrator : Ethan Sinnema / 773-553-3295
VENDOR:

- 1) Vendor # 16374
HITEC GROUP INTERNATIONAL, INC
P.O. BOX 446
HINSDALE, IL 60522-0446
Richard Uzuanis
630-321-2300
630-654-9212

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-3060

TERM:

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2014. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Hitec will provide the Board with a Textnet TTY communications system, maintenance and associated training services for a network of 1,500 licenses. Textnet is a shared, digital TTY communications system that provides a seamless integration of the public switched telephone network, the Internet and the Board's data network to enable telephone calls to be made by people who are deaf, hard of hearing or

speech restricted. Since the system utilizes the Board's current data network and existing PCs, no additional hardware or equipment is required. Hitec will also provide 60 hours of free staff training for each year of the agreement and provide on-going support as needed.

DELIVERABLES:

Hitec will provide the Board with Textnet TTY services through the end of fiscal year 2014.

OUTCOMES:

Hitec's services will result in the Board being in compliance with legal mandates of the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, IDEA and Section 255 of the Telecommunications Act through the end of fiscal year 2014.

COMPENSATION:

Hitec shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$629,535.00, of which approximately \$534,369.60 is eligible for E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$95,165.40.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, as the scope of the contract is not further divisible.

The Vendor has identified the following participation:

Total WBE - 100%

Hitec Group International
1743 Quincy Ave., Suite #155
Naperville, Illinois 60540
Contact: Richard Uzuanis

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information & Technology Services: \$95,165.40

Budget Classification:

12540-230-54405-254501-000000 \$31,721.80 FY12

12540-230-54405-254501-000000 \$31,721.80 FY13

12540-230-54405-254501-000000 \$31,721.80 FY14

See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials.

12540-230-54405-254501-000000-2012	\$31,721.80
12540-230-54405-254501-000000-2013	\$31,721.80
12540-230-54405-254501-000000-2014	\$31,721.80

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Attachment 1

		FY12	FY13	FY14	TOTAL
Annual Eligible		\$207,120.00	\$207,120.00	\$207,120.00	\$621,360.00
	CPS-14%	\$28,996.80	\$28,996.80	\$28,996.80	\$86,990.40
	SLD-86%	\$178,123.20	\$178,123.20	\$178,123.20	\$534,369.60
Annual InEligible		<u>\$2,725.00</u>	<u>\$2,725.00</u>	<u>\$2,725.00</u>	<u>\$8,175.00</u>
		\$209,845.00	\$209,845.00	\$209,845.00	\$629,535.00
CPS PAYS	12540-230-64405-254501-000000	\$31,721.80	\$31,721.80	\$31,721.80	\$95,165.40
SLD PAYS		<u>\$178,123.20</u>	<u>\$178,123.20</u>	<u>\$178,123.20</u>	<u>\$534,369.60</u>
		\$209,845.00	\$209,845.00	\$209,845.00	\$629,535.00

10-1117-PR8

**APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH
VARIOUS CONSULTANTS TO PROVIDE SERVICES RELATED TO ORACLE SYSTEMS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and entering into agreements with various consultants to provide services related to Oracle systems at a cost not to exceed \$6,000,000.00 in the aggregate. Consultants were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any consultant prior to the execution of their written agreement. The authority granted herein for each consultant shall automatically rescind as to each consultant in the event their written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number : 10-250052
Contract Administrator : Patricia Hernandez / 773-553-2256

NAME OF USER GROUPS:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Prasad Nettem
Phone: 773-553-2657

TERM:

The term of this pre-qualification period and each agreement is three years, effective upon execution by the Board of each consultant's agreement and ending January 31, 2014. The Board shall have the right to extend the pre-qualification period and each agreement for two additional one year periods.

SCOPE OF SERVICES:

Qualified firms will be asked to provide individuals to perform specific roles on projects under management by ITS. The actual skill sets and projects will vary, and qualified firms will be presented with a Statement of Work ("SOW") with the specific requirements when needed by ITS. Skill sets include but are not limited to: Oracle E-Business Suite Developers; Oracle Enterprise (PeopleSoft) Developers, Oracle Fusion Middleware Developers, Oracle Database and System Administrators; Oracle Architects; Oracle Functional Analysts; Project Managers; Testers and Trainers. Qualified firms will be working on various the types of roles and activities listed below.

Working with various business communities to understand and capture business requirements.
Compose technical design documentation to customize and develop Oracle applications.
Code modifications to Oracle modules per captured requirements.
Design modifications to the underlying Oracle data model and new Oracle tables.
Compose and execute unit tests on code.

Participate on project teams implementing new Oracle modules.
 Provide production support for Oracle delivered modules and customizations.
 Operation, maintenance and monitoring of the Oracle databases and infrastructure.
 Implementation of new technologies and documentation of the same.

COMPENSATION:

The sum of payments to all pre-qualified consultants for the pre-qualification term shall not exceed \$6,000,000.00 in the aggregate.

USE OF POOL:

Information & Technology Services is the only department authorized to receive services from the pre-qualified pool by use of the mini-bid process.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 35% MBE and 5% WBE participation. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the category method for M/WBE participation will be utilized. Thus aggregated compliance of the vendors in the pool will be monitored on a quarterly basis.

Total MBE - 35%

AST Corp.
 Clarity Partners, LLC
 Cybernet Services, Inc.
 Senryo Technologies, Inc.
 Sofbang, LLC
 Synch-Solutions

Total WBE - 5%

Mirage Software, Inc.
 VIVA USA, Inc.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services: \$6,000,000.00
 Various capital and operating budget lines for fiscal years FY11 and FY12

12540-230-54125-266407-000000-2011	\$1,200,000.00
12510-477-56310-266407-610000-2010	\$600,000.00
12540-230-54125-266410-000000-2011	\$1,200,000.00
12510-Xxx-54125-266410-Xxxxxx-2012	\$3,000,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- 1) Vendor # 85403
ROLTA TUSC, INC DBA ULTIMATE
SOFTWARE CONSULTANTS
333 EAST BUTTERFIELD RD., STE 900
LOMBARD, IL 60148
Matthew Vranicar
630-607-7401
- 2) Vendor # 35049
APPLICATION SOFTWARE TECHNOLOGY
CORP.
1755 PARK STREET-SUITE 100
NAPERVILLE, IL 60563
Shaji Zechariah
630-778-1180
- 3) Vendor # 87711
MIRAGE SOFTWARE, INC
5104 TOLLVIEW RD., UNIT B
ROLLING MEADOWS, IL 60008
Sri Surya
224-232-5090X111
- 4) Vendor # 94462
COMPUTER AID, INC
203 NORTH LASALLE STREET., STE 2100
CHICAGO, IL 60601
Jim Tatro
630-561-9411
- 5) Vendor # 63035
CLARITY PARTNERS, LLC
22 WEST WASHINGTON STREET., STE
1490
CHICAGO, IL 60602
Rodney Zech
312-920-0550
- 6) Vendor # 21625
CYBERNET SERVICES, INC.
4391 COTTONWOOD TRAIL, FLR 1
HOFFMAN ESTATES, IL 60195
Saji Varghese
847-275-3456
- 7) Vendor # 85404
FRONTLINE CONSULTING SERVICES.
INC
8701 MALLARD CREEK RD.
CHARLOTTE, NC 28262
Dharmesh Sethi
704-409-4602
- 8) Vendor # 87712
GNC CONSULTING, INC
21195 S. LAGRANGE RD.
FRANKFORT, IL 60423
Nancy Cooper
815-469-7255
- 9) Vendor # 85401
NAVAYUGA INFOTECH. LLC
2028 POWERS FERRY, STE 240
ATLANTA, GA 30339
Sai Yerramsetty
770-955-9599
- 10) Vendor # 15243
OPEN TEXT, INC.
100 TRI-STATE INTERN'L PKWY.
LINCOLNSHIRE, IL 60069
Reddy Ramasani
773-929-0458
- 11) Vendor # 91760
ORACLE USA, INC
500 ORACLE PARKWAY
REDWOOD SHORES, CA 94065
Stephen Holdridge
703-364-2562
- 12) Vendor # 22804
SENRYO, INC. (DBA SENRYO
TECHNOLOGIES, INC)
4343 COMMERCE COURT, STE 610
LISLE, IL 60532
Dinkar Karumuri
630-355-7429
- 13) Vendor # 85402
SOFBANG, LLC
145 TOWER DRIVE #1
BURR RIDGE, IL 60527
Danny Asnani
630-299-6562
- 14) Vendor # 34576
SYNCHRONOUS SOLUTIONS, INC. DBA
SYNCH-SOLUTIONS
211 W. WACKER DRIVE, STE 300
CHICAGO, IL 60606
Ajay Patel
312-252-3728
- 15) Vendor # 90597
VIVA USA, INC
3601 ALGONQUIN., STE 425
ROLLING MEADOWS, IL 60008
Thomas Lesiewicz
847-368-0860

10-1117-PR9

**APPROVE ENTERING INTO TWO NEW AGREEMENTS WITH QUANTUM CROSSINGS, LLC FOR
TELECOMMUNICATIONS WIRING/CABLING, NON-MITEL VOICE SYSTEM MAINTENANCE,
TECHNICAL PROGRAMMING AND SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into two agreements with Quantum Crossings, LLC ("Quantum") to provide telecommunications wiring/cabling, non-Mitel voice system maintenance, technical programming and support services to the Board. The first agreement ("Contract 1") is for basic maintenance services which are eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC") as part of the E-Rate program. The total amount of Contract 1 shall not exceed \$4,396,447.80, of which approximately \$3,468,015.05 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$928,432.75. The second agreement ("Contract 2") shall cover eligible and ineligible services that are not considered basic maintenance. The total amount of Contract 2 shall not exceed \$8,200,252.80, of which approximately \$1,758,393.65 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$6,441,859.15. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary to the continuing operation of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support and configuration changes. Quantum was selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by Quantum and no payment shall be made to Quantum prior to the execution of the written agreements. The authority granted herein shall automatically rescind in the event the written agreements not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250045
Contract Administrator : Ethan Sinnema / 773-553-3295
VENDOR:

- 1) Vendor # 32334
QUANTUM CROSSINGS, INC.
111 EAST WACKER DRIVE, SUITE 990
CHICAGO, IL 60601
Rodger Martinez
312-467-0065
312-467-0340

USER:

Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-1300

TERM:

The term of this agreement shall commence July 1, 2011 and shall end June 30, 2014. This agreement shall have three options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

For Contract 1, Quantum will provide maintenance of the Board's voice/data cabling infrastructure, non-Mitel voice systems, voice mail systems and onsite break/fix repair services as well as basic maintenance technical programming for all voice systems. This will include Avaya and Mitel certified technical programmers as well as certified telecommunications field technicians to support approximately six hundred (600) Board locations throughout the City of Chicago. Contract 2 shall cover eligible and ineligible services that are not considered basic maintenance including non-basic MAC requests, electrical requests, new installations, advanced technical programming and support, call center programming and support, telephone line appearances, handset placement and programming, telecommunications invoice analysis and processing, inventory database administration and support and web-based database application services.

DELIVERABLES:

For Contract 1, Quantum will provide basic maintenance of telecommunications wiring/cabling infrastructure, voice systems, hardware, software, applications, voice mail systems and all associated components including, but not limited to: Repair/replacement/maintenance of the Board's voice/data

cabling infrastructure, repair/replacement of voice systems, system equipment, cards and components, on site break/fix services, certified technical programmers and field service technicians, systems programming, voice mail programming and basic maintenance, extending and testing local exchange carrier (LEC) services as needed, service Level Agreement (SLA) compliance, pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management, CPS accessible documentation of all processes and procedures, and reporting as requested by the Board.

For Contract 2, Quantum will provide wiring/cabling and telecommunications support services that are not considered basic maintenance including: Installation of new wiring/cabling, advanced technical support services, Call Center programming and support, electrical and power services, moves, adds and changes (MAC) requests, maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software, complete system and component installations for ineligible sites, new construction sites and/or new school or department initiatives, re-programming of existing systems to accommodate new school or department initiatives, technical support for ineligible voice systems, handset placement, telecommunications invoice analysis and processing, inventory database administration and support, and Web-based database application programming, maintenance and support.

OUTCOMES:

Quantum's services shall result in the Board having telecommunications wiring/cabling maintenance and installation, non-Mitel voice system maintenance and installation, technical programming and support services through fiscal year 2014.

COMPENSATION:

Upon monthly invoicing, Quantum shall be paid as follows: The total amount of Contract 1 shall not exceed \$4,396,447.80, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products, which shall not exceed \$928,432.75. Contract 2 shall cover eligible and ineligible services and/or products that are not considered basic maintenance. The total amount of Contract 2 shall not exceed 8,200,252.80, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall or products, which shall not exceed 6,441,859.15. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement include: 25% total MBE and 5% total WBE participation.

The vendor has identified the following participation:

Total MBE - 94%

Quantum Crossings, LLC
111 E. Wacker Drive, Suite 990
Chicago, Illinois 60601
Attn: Roger Martinez

Total WBE - 6%

Professional Telecommunications
28 E. Jackson Blvd., Suite 1020
Chicago, Illinois 60604
Attn: Cheryl Rainey

thredpartners
3625 N. Seeley Ave.
Chicago, Illinois 60618
Attn: Gretchen Slusser

Phoenix Business Solutions
12543 S. Laramie Ave.
Alsip, Illinois 60803
Attn: Peggy T. Hrindak

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services: \$7,370,291.91
See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials

12510-124-54405-254501-000000-2012	\$500,000.00
12510-124-54405-254501-000000-2013	\$500,000.00
12510-124-54405-254501-000000-2014	\$500,000.00
12510-499-54125-254501-000000-2012	\$250,000.00
12510-499-54125-254501-000000-2013	\$250,000.00
12510-499-54125-254501-000000-2014	\$250,000.00
12540-230-54405-254501-000000-2014	\$1,706,763.97
12540-230-54405-254501-000000-2012	\$1,706,763.97
12540-230-54405-254501-000000-2013	\$1,706,763.97

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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Attachment 1

FINANCIAL

	FY12	FY13	FY14	TOTAL
Basic Maintenance-Contract 1				
Annual Eligible	\$1,298,882.04	\$1,298,882.04	\$1,298,882.04	\$3,896,646.12
CPS-11%	\$142,877.02	\$142,877.02	\$142,877.02	\$428,631.07
SLD-89%	\$1,156,005.02	\$1,156,005.02	\$1,156,005.02	\$3,468,015.05
Annual In-Eligible	<u>\$166,600.56</u>	<u>\$166,600.56</u>	<u>\$166,600.56</u>	<u>\$499,801.68</u>
Total Contract 1	\$1,465,482.60	\$1,465,482.60	\$1,465,482.60	\$4,396,447.80
Non-Basic Maintenance-Contract 2				
Annual Eligible	\$658,574.40	\$658,574.40	\$658,574.40	\$1,975,723.20
CPS-11%	\$72,443.18	\$72,443.18	\$72,443.18	\$217,329.55
SLD-89%	\$586,131.22	\$586,131.22	\$586,131.22	\$1,758,393.65
Annual In-Eligible	\$1,324,843.20	\$1,324,843.20	\$1,324,843.20	\$3,974,529.60
Annual In-Eligible-Special Requests	\$500,000.00	\$500,000.00	\$500,000.00	\$1,500,000.00
Annual In-Eligible-CIP New Construction, etc	<u>\$250,000.00</u>	<u>\$250,000.00</u>	<u>\$250,000.00</u>	<u>\$750,000.00</u>
Total Contract 2	\$2,733,417.60	\$2,733,417.60	\$2,733,417.60	\$8,200,252.80
Grand Total Services	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60
Annual Eligible				
CPS-11%	\$215,320.21	\$215,320.21	\$215,320.21	\$645,960.63
SLD-89%	\$1,742,136.23	\$1,742,136.23	\$1,742,136.23	\$5,226,408.69
Annual In-Eligible	<u>\$2,241,443.76</u>	<u>\$2,241,443.76</u>	<u>\$2,241,443.76</u>	<u>\$6,724,331.28</u>
	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60
CPS PAYS 12540-230-54405-254501-000000	\$1,706,763.97	\$1,706,763.97	\$1,706,763.97	\$5,120,291.91
CPS PAYS 12510-124-54405-254501-000000	\$500,000.00	\$500,000.00	\$500,000.00	\$1,500,000.00
CPS PAYS 12510-499-54125-254501-000000	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000.00
SLD PAYS	<u>\$1,742,136.23</u>	<u>\$1,742,136.23</u>	<u>\$1,742,136.23</u>	<u>\$5,226,408.69</u>
	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596,700.60

10-1117-PR10

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CHICAGO ARTS
PARTNERSHIPS IN EDUCATION (CAPE) FOR
PROFESSIONAL DEVELOPMENT, SUPPORT SERVICES, AND MATERIALS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Chicago Arts Partnerships in Education (CAPE) to provide professional development, support services, and materials to the Office of Academic Enhancement (OAE) at a cost for the option period not to exceed \$226,307.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 31736
CHICAGO ARTS PARTNERSHIPS IN
EDUCATION
203 NORTH WABASH #1720
CHICAGO, IL 60601
Amy Rasmussen, CAPE Executive Director
312-870-6140

USER:

Citywide - Academic Enhancement
125 S Clark St - 4th Floor
Chicago, IL 60603

Contact : Abigail Joseph
Phone: 773-553-2060
Project Manager: Meg Venckus
Phone: 773-553-5422

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-1216-PR22) in the amount of \$305,384.00 is for a term commencing December 16, 2009, and ending December 19, 2010, with the Board having three options to renew for one-year terms. The original Agreement was awarded on a non-competitive basis.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing December 20, 2010, and ending December 19, 2011.

OPTION PERIODS REMAINING:

There are two option periods remaining, each for a period of one year.

SCOPE OF SERVICES:

CAPE shall continue to provide professional development, external partnerships, and materials to further build the fine arts and academic programs at six International Baccalaureate schools. CAPE will continue to develop effective partnerships among designated schools with teaching artists, and enhance structures to bring about systemic change in teaching and student achievement. Each school will continue to work with a collaborative team of representative school staff and partner experts. These teams will further develop plans and implement the integrated curriculum and aligned artist residencies for their classrooms

A comprehensive professional development program, directed by CPS and CAPE, will further prepare team members, classroom teachers, and teaching artists for their roles. CAPE will continue to provide a documentation, assessment, and research component that will help the schools and, ultimately, the larger educational community. The work in the six treatment schools will then be held in juxtaposition to three control group schools to evaluate the evidence of the impact of the arts on learning.

DELIVERABLES:

CAPE will continue to design provide professional development for teachers on developing arts-integrated curriculum, including assessment and documentation, working to improve the educational community within schools, and supporting and encouraging school leadership in arts planning. IB-TAP will continue to make significant contributions to the field of arts-integrated education and school reform by developing: (1) high quality, collaboratively developed, arts-integrated curricula that directly impact student learning, (2) structures that effectively support collaboration in schools to improve school culture and teaching practices, and (3) teacher-and-artist-developed assessment tools for evaluating student learning, which other educators can adapt to their needs.

OUTCOMES:

Vendor services on the IB-TAP project will continue to result in several significant areas of teacher growth made possible through a continuum of professional development activities, individual action research studies, and collaborative planning with arts and content specialists. As a result of their experiences, teachers will: Increase their proficiency in planning and implementing arts integration within the IB curriculum; Be able to articulate standards and learner profile characteristics in their own area of expertise and in the areas of their partners; Increase their ability to share their work with others and to disseminate best practices; and Increase their ability to provide professional development to their peer teachers. As a result of participating in this project, students will develop complex and multi-modal thinking that advances the range and depth of their learning, allowing them to solve problems within different contexts. Students will continue to: Increase their ability to document and reflect on their growth by formally presenting one developmental workbook (a core part of the IB learning process) to their teachers and classmates; Produce art and other academic work that demonstrates an increase in content knowledge, and Show their ability to draw upon accumulated knowledge in the arts and other content areas in creating and presenting original work. There is also a potential for replication of the proposed project and strategies across schools in CPS and beyond.

COMPENSATION:

The total compensation paid to Vendor for the services shall not exceed the sum of \$226,307.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to transactions where the vendor providing services operates as a not-for-profit organization, this agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Academic Enhancement: \$226,307
Source of Funds: Grant (DOE) Fund 336

10885-336-54125-113022-528310-2011 \$116,171.00

10885-336-54125-113022-528310-2012 \$110,136.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR11

APPROVE PAYMENT TO THE PARTHENON GROUP FOR PROFESSIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to The Parthenon Group who is providing services to the Office of Chief Financial Officer from October 1, 2010 to November 30, 2010 in the amount of \$336,000. These services were rendered without prior Board approval and all services will be completed by November 30, 2010. The total value of the services to be provided is in the amount of \$672,000; however, the Board received a donor match to pay Vendor half (\$336,000) of its fees. The donor shall pay the Vendor directly for its portion of the fees. Vendor was selected on a non-competitive basis because use of the Vendor was mandated by the donor. The Non-Competitive Procurement Review Committee took no action on this matter.

VENDOR: The Parthenon Group
200 State St # 14
Boston, MA 02109-2683
(617) 478-2550
Vendor # 68961

USER: Office of the Chief Financial Officer
125 S. Clark St
Chicago, IL 60603
Diana S. Ferguson
773-553-2590

SCOPE OF SERVICES:

The Parthenon Group has worked with the Office of the Chief Financial Officer to successfully plan and finalize a Fair and Equitable Student Funding policy for all schools in the district. This work will examine the current structure school funding in the district, and propose alternative policies whereby the district can improve its allocation of resources in an equitable and transparent manner based on student enrollment and individual needs of students.

The work included a thorough review of the district's \$6.6B operating, capital and debt service budgets, and the current inter-school allocation methodology of dozens of segments within that budget, with particular attention paid to the transparency and equity of each. Parthenon will then determine alternate proposals for those allocation methodologies that may improve the transparency or equity of the allocation, while simultaneously considering potential changes to expenditure methodologies that may improve outcomes for students due to changes in funding flexibility and school level autonomy. Parthenon will present these options and provide a financial impact analysis for each, as well as a set of policy decision points that will affect student outcomes and policy implementation.

DELIVERABLES: The Parthenon Group provided specification of potential alternative approaches to student funding; weights for individual student and school needs; plan for phasing in implementation of the policy, and preliminary financial implications for each of the above.

OUTCOMES: Vendor's services will result in increased transparency of funding decisions at individual schools, and improved equity of funding across schools based on their enrollment and individual needs of students.

COMPENSATION: The Board shall only be responsible for 50% of Vendor's fees. Professional service fees paid to Vendor by the Board shall not exceed \$280,000, plus reimbursable expenses which are not to exceed 20% of professional fees. The total cost to the Board shall not exceed \$336,000

AFFIRMATIVE ACTION: A review of Minority and Women Business Enterprise Participation was precluded due to completed contract performance.

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Office of Management & Budget: \$336,000 Fiscal Year: 2010
Budget Classification: 12610-115-54125-252206-000000
Source of Funds: General Education Fund 115
Requisition Number:

10-1117-PR12

**APPROVE ENTERING INTO AGREEMENTS WITH VENDORS TO PROVIDE
SAFE HAVEN SITES AND SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with the vendors identified below to provide safe haven sites and services for Chicago Public School students at a cost not to exceed \$800,000.00 in the aggregate. These vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for each vendor's services are currently being negotiated. No services shall be provided by any vendor and no payment shall be made to any vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification No.: 10-250058
Contract Administrator: Craig Holloway/(773) 553-2903

VENDORS:

1. St. Mark International Christian Church
832 N. Leclaire
Chicago, IL 60651
Contact: Andre Thurmon
(773) 378-4600
Vendor #98607
2. Hope Organization
9231 S. Cottage Grove
Chicago, IL 60619
Contact: Roosevelt Watkins
(773) 487-8441
Vendor #85062
3. New Life Covenant Pilsen Ministry
2512 S. Oakley Blvd
Chicago, IL 60608
Contact: Robert Belfort
(773) 890-4659
Vendor #67456

USER:

Chief Administrative Office
125 S. Clark St., 5th floor
Chicago, Illinois 60603
Contact: Robert W. Runcie, Chief Administrative Officer
(773) 553-1500

TERM: The term of each agreement shall commence upon the date of execution and end on December 19, 2011. Each agreement shall have two (2) options to renew for periods of one (1) year each

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES: Vendors shall provide (or subcontract with third parties to provide) sites and services to elementary and/or high school students in at least ten (10) different sites/locations during designated time periods throughout the school year in the targeted communities. Vendors shall include workshops on study skills, conflict resolution, anger management, character building, and positive communication as well as act as a safe place for the students to go after school, during winter and spring breaks, and whenever there are any emergency services that are needed during the school year

OUTCOMES: Vendors' outcomes shall result in the following:

- (1) Students' likelihood to participate in violent behavior or become a victim of violence is reduced.
- (2) Parents are provided child care support during the daytime hours while students receive educational enrichment activities including: problem solving, positive communication strategies, anger management strategies, discussions about violence in the community, guidance regarding truancy prevention, and tutoring in a safe environment during non-school hours.

COMPENSATION: Vendors shall receive \$250 per day per site on days that require four hours of operation during the winter and spring breaks. Vendors shall receive \$200 per day per site on days that require three hours of operation during the after school programs.

Vendors shall be paid upon invoicing after services have been performed. Total compensation to all vendors shall not exceed the sum of \$800,000.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the written agreements. Authorize the Chief Administrative Officer to execute all ancillary documents required to administer or effectuate these written agreements.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendors providing services operate as Not-for-Profit organizations.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge \$728,000 to 14010-331-54125-232102-430101 FY11 Source of Funds ARRA
Charge \$72,000 to 14010-358-54125-232102-440039 FY11 Source of Funds Title IV

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR13

AMEND BOARD REPORT 09-0527-PR28

APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS TO FURNISH SOCIAL, EMOTIONAL, BEHAVIORAL, AND MENTAL HEALTH SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various providers to furnish social, emotional, behavioral, and mental health services to ~~The Office of High Schools and High School Programs~~ Area 30 Schools and Programs at a cost not to exceed ~~\$225,000.00~~ \$861,541.00 in the aggregate. The agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #08-250029). Written agreements for providers' services are currently being negotiated. No services shall be furnished by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to any provider in the event a written agreement for such provider is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

This amendment is necessary to increase the spending authority from \$225,000.00 to \$861,541.00 to expand social emotional learning supports and services to students enrolled in alternative schools and programs. No written amendments to the agreements are required.

PROVIDERS: See Attachment A

USER: ~~Office of High Schools and High School Programs~~
Area 30
 125 S. Clark
 Chicago, Illinois 60603
~~Contact: Mr. David Gilligan~~
Jennifer Vidis, Acting Chief Area Officer
773-553-3540
773-553-8500

Contract Administrator: ~~Carol Seaggs~~
Martha Escareno 773-553-2284
 Program Contact: Dr. Linda Boisseau-Goodwin

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end August 30, 2012. Each agreement shall have 2 options to renew for periods of 2 years each

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES: As specified in the attached Exhibit A, each provider has been approved to furnish services in one or more of the following areas:

1. Area One: Professional Development for School Staff
2. Area Two: Student Involvement (Mentoring)
3. Area Three: Career Vocational Development
4. Area Four: Effective Intervention
5. Area Five: Effective Prevention

DELIVERABLES: Providers will offer evidence-based, age appropriate social, emotional, behavioral, and mental health services to students and related training to CPS staff.

OUTCOMES: Consultant's services will result in the following:

1. *Increased student attendance*
2. *Increased student achievement*
3. *Increased job readiness skills*
4. *Increased students' social and emotional competencies directly related to academic performance*

COMPENSATION: Each provider shall be paid a negotiated rate for services as detailed in such provider's agreement. Compensation shall not exceed ~~\$225,000.00~~ \$861,541.00 in the aggregate for the initial 3-year Term (\$ 75,000 per year) ~~(\$287,180.00).~~

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. ~~Authorize the Chief Officer of the Office of High Schools and High School Programs~~ Acting Chief Area Officer, Area 30 to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the program do not apply to transactions where the pool of providers includes not-for-profit organizations.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to: Office of High Schools and High School Programs
 Fiscal Year: 2009
 Budget Classification: 66301-225-54125-119023-000703
 66011-225-54125-119020-000703
 Source of Funds: SGSA

Charge to: Area 30
Fiscal Year: 2011
Budget Classification: 05281-331-54125-221004-430101: \$166,541
Source of Funds: ARRA Funds

Charge to: Graduation Pathways
Fiscal Year: 2011
Budget Classification: 13722-324-54125-221021-511236: \$470,000
Source of Funds: 324 U.S. Department of Labor

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Exhibit A

Pre-Qualified Providers

1. A Knock At Midnight
400 W. 76th Street
Chicago, Illinois 60620

Phone: 773-488-2960
Mr. Johnny Banks, Sr.
Vendor number 21152
Areas 2, 3, and 4

2. Art Therapy Connection
P.O. Box 146462
Chicago, Illinois 60614

Phone: 773-562-4708
Ms. Carolyn Collins
Vendor Number 83849
Area 4

3. SGA Youth and Family Services
11 East Adams, Suite 1500
Chicago, Illinois 60603

Phone: 312-447-4364
Mr. Ronald Migalski
Vendor Number 34171
Areas 2,4, and 5

4. Youth Guidance
122 S. Michigan Ave. #1510
Chicago, Illinois 60603

Phone: 312-253-4900
Ms. SuAnne Lawrence
Vendor Number 11060
Area 4 and 5

10-1117-PR14

**AMEND BOARD REPORT 10-0526-PR14
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS
WITH BANNER SCHOOLS AND PATHWAYS IN EDUCATION- ILLINOIS
FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with Banner Schools and Pathways in Education – Illinois to provide Alternative Learning Opportunities Program (ALOP) services to Area 30 at a cost not to exceed ~~\$4,842,617.00~~ \$4,312,135.00 in the aggregate. The contract extension will include the continuation of the Youth Engaged in Schools (YES) Initiative at Banner Schools. YES is funded by a grant from the U.S. Department of Labor. As a sub-recipient of a federal grant, Banner Schools must adhere to all federal contract provisions required by the grant funding. Written documents exercising this option for

each Provider's services are currently being negotiated. No payment shall be made to any Provider during the option period prior to the execution of such Provider's written document. The authority granted herein shall automatically rescind as to each Provider in the event a written document is not executed by such Provider within 90 days of the date of this Board Report. Information pertinent to these options is stated below

This November 2010 amendment is necessary to decrease the maximum aggregate spending authority by \$500,482.00 for a total aggregate expenditure not to exceed \$4,312,135.00 by reducing the projected budget allocations in General Education and SGSA funds and adjusting the projected budget allocations in the Federal Grant and NCLB funds. No amendments to the agreements are required.

SPECIFICATION NO: 08-250007

PROVIDERS: 1. Banner Schools 1243 S. Wabash #503 Chicago, Illinois 60605 773-934-2328 Contact Name: Eric Carlton Vendor No. 20029	2 Pathways in Education-Illinois 48 N. El Molino Suite A Pasadena, CA 91101 626-683-3500 Contact Name: Jamie Hall Vendor No. 18327
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USER: Area 30
 4655 S. Dearborn
 Chicago, Illinois 60652
 Contact: Jennifer Vidis, Acting Chief Area Officer
 773-535-8500

ORIGINAL AGREEMENT: The original agreements authorized by Board Report #08-0924-PR13 in the amount of \$5,373,000.00 ~~were~~ for terms commencing September 2, 2008 and ending August 30, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR13 was amended pursuant to Board Report #09-0128-PR14 to increase the total compensation for services to \$6,373,000.00 and to amend the agreement with Banner Schools to provide additional seats for a 10-week transition program for students returning from juvenile justice detention facilities as a part of the YES Initiative which was funded by the U.S. Department of Labor.

OPTION PERIOD: The term of each agreement is being extended for one year commencing August 31, 2010 and ending August 30, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining.

SCOPE OF SERVICES: Providers will continue to provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students aged 15-21 years who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Providers will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home high schools.

DELIVERABLES: Providers will continue to:

- Provide program with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as described by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.).
- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provide a 10-week transition program consisting of academic support, life-skills training, and work-force exploration opportunities for students transitioning out of the juvenile detention facilities and participating in the Youth Engaged in Schools Initiative. This program is focused on increasing the graduation rate of court involved students.
- Provide dedicated staff and space to effectively manage and support a 10-week transition program for students participating in the Youth Engaged in School Initiative.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress.
- Provide Area 30 with semester transcripts for each student enrolled in ALOP Schools.
- Provide daily attendance reports to Area 30 staff.
- Provide list of graduates to Area 30 staff at the end of each school year.
- Provide copies of individual student success plans to Area 30 staff.

OUTCOMES: Providers will ensure that:

- Student attendance rate is 80%.
- Students earn a minimum of 6 credits per academic year
- Students have a post-secondary plan upon graduation
- Graduation rate is 85%.

- Credit gain 80% of students attaining 5+ credits over one year
- Students are provided the curricular and credit opportunities to earn a high school diploma

COMPENSATION: Each Provider will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of ~~\$4,842,647.00~~ \$4,312,135.00 in the aggregate for all Providers. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Provider thirty (30) days written notice.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Area 30: ~~\$4,842,647.00~~ \$4,312,135.00
Budget Classifications:

Fiscal Year 2011
Source of Funds

~~66304-05281-115-54305-212024-00000-000000~~ ~~\$3,330,459~~ \$3,200,000
05281-115-54125-119023-000000 \$47,200.00
~~66301-225-54125-119020-000703~~ ~~\$386,974.00~~ \$347,655.00
~~66301-332-54125-119031-430083~~ ~~\$96,187.00~~
~~66301-332-54125-119010-430106~~ ~~\$127,280.00~~
~~13722-324-54125-221021-600750~~ ~~\$1,000,000.00~~
13722-324-54035-221021-511239 \$590,000.00

General Education
General Education
SGSA
NCLB
NCLB
~~Federal Grant~~
Federal Grant

CFDA#: 17.261 - Banner Schools

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s)

10-1117-PR15

**AMEND BOARD REPORT 10-0526-PR15
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT
WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with Alternative Safe Schools identified below to provide educational services to students who have been expelled from school or referred by the school principal for displaying chronic disruptive behaviors at a cost not to exceed ~~\$3,638,149.00~~ \$3,507,574.00 in the aggregate. Written documents exercising this option for each school's services are currently being negotiated. No payment shall be made to any school during the option period prior to the execution of such school's written document. The authority granted herein shall automatically rescind as to each school in the event a written document is not executed by such school within 90 days of the date of this amended Board Report. Information pertinent to this option is stated below.

This November 2010 amendment is necessary to reduce the compensation amount by \$130,575 due to a reduction of grant funding. The Illinois State Board of Education decreased the Regional Safe School Program grant from \$3,001,675 to \$1,531,305. Additionally, this amendment is necessary to add a budget allocation to restore funding to keep alternative safe school student seats at its current capacity (277).

SPECIFICATION NO: 08-250008

Contract Administrator: Nanzl Flores 773-535-2273

CONSULTANT:

1. Human Resources Development Institute, Inc. (HRDI)
222 S. Jefferson
Chicago, Illinois 60661
Contact: Renzy Richardson
(312) 441-9009
Vendor # 25627
2. Richard Milburn High School, Inc.
27 Congress Street
Salem, Massachusetts 01970
Contact: Donna Eldridge
Robert H. Crosby
(978) 741-7161
Vendor # 24596
3. Banner Schools
1243 S. Wabash, #503
Chicago, Illinois 60605
Contact: Eric Carlton
(773)934-2328
Vendor # 20029

USER:

Area 30
4655 S. Dearborn
Chicago, Illinois 60652
773-535-8500
Contact: Jennifer Vidis, Acting Chief Area Officer

ORIGINAL AGREEMENT: The original agreements authorized by Board Report #08-0924-PR16 in the amount of \$4,022,752.00 was for a term commencing September 2, 2008 and ending July 31, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR16 was amended pursuant to Board Report

Board Report #10-0428-PR25 to increase the total compensation for services to \$6,902,505.00 and to correct the number of options on the Board Report to correspond with the number of options stated in the agreements.

OPTION PERIOD: The term of each agreement is being extended for one year commencing August 1, 2010 and ending July 31, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining.

SCOPE OF SERVICES: Alternative Safe Schools will provide educational programs for students who commit CPS Uniform Discipline 5 or 6 offenses and as a result are expelled for a minimum of 45 days to a maximum of 2 years. The primary goal of this program is to return students to the regular education setting at CPS. Schools are contracted to provide educational services and behavioral interventions that will increase academic performance and decrease inappropriate behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are effective, creative, and innovative.

DELIVERABLES:

Deliverable	Delivery Date
a) Attendance Reports (Teachers Monthly Summary)	Due the 5 th of each month for the prior month
b) Quarterly grade reports	Due 5 days after the end of each quarter
c) Semester grade reports- must include transcripts for high school students earning credits toward graduation	Due before the end of the semester. OSS staff will inform schools of specific date (Due before PRCUP is blocked)
d) End of Year Report	Due 10 days after the end of each regular School Year
e) School Improvement Plan	Due at least 15 days prior to the start of each School Year
f) School-wide Behavior Management Plan	Due at least 15 days prior to the start of each School Year

g) Evacuation Plan	Due at least 15 days prior to the start of each School Year
h) Parent Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
i) Student Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
j) Course Descriptions for High School Program	Due at least 15 days prior to the start of each School Year
k) Staff Development Plans and Activity Dates	Due at least 15 days prior to the start of each School Year
l) Yearly School Calendar	Due at least 15 days prior to the start of each School Year
m) School Organizational Chart	Due at least 15 days prior to the start of each School Year
n) Actual Expenditure/Budget Report for each School, along with the overall operating budget for each school	Due on or before 16th of October for each year that the Agreement is in place or within 45 calendar days of the actual termination or expiration date

OUTCOMES: Alternative Safe Schools' students will receive a full academic program in an alternative setting. Students will earn 3 academic credits per semester toward high school graduation, complete requirements for elementary school graduation, and/or advance in grade level. Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice.

COMPENSATION: Each school shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. The per diem rates for each reserved student slot and the maximum amount paid for each reserved student slot during the regular school year and during summer session shall be negotiated prior to the start of each renewal period. The total compensation paid to all Providers shall not exceed the sum of ~~\$3,638,149.00~~ \$3,507,574.00 in the aggregate.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation In Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Area 30

Budget Classification:

05281-324-54305-119023-369613 ~~\$3,001,675~~
05281-324-54305-119023-369614 \$1,531,305
66011-115-00000-119020-000000 ~~\$95,765~~
05281-115-54305-119020-000000 \$1,470,000
66011-225-54125-119020-000703 ~~\$450,755~~
66011-225-54125-119021-000703 \$235,420
66011-225-54125-119020-000703 \$187,425
66011-332-54125-119031-430082 ~~\$80,954~~
66011-332-54125-119010-430106 \$83,424

Fiscal Year: 2011

Source of Funds:

~~324 Government/RSSP~~
324 Government/RSSP
~~115 General Funds~~
115 General Funds
225 SGSA
225- SGSA
225 SGSA
332 NCLB
332 NCLB

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR16

WITHDRAWN

**AMEND BOARD REPORT 10-0825-PR8
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS
FOR THE PURCHASE OF ADDITIONAL LEARNING OPPORTUNITIES SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors for the purchase of additional learning opportunities services for District 299 at an aggregate cost not to exceed ~~\$900,000~~ **\$1,800,000**. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 and a duly advertised Request for Proposals (Specification No. 10-250029). Written agreements for this purchase are currently being negotiated. No goods or services may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below

This November 2010 amendment is necessary to increase the compensation amount to purchase software licenses and implementation services for additional schools. These additional schools will be Title I schools that, through an application process, demonstrate the necessary commitment and capacity to integrate online learning into their existing strategy. The application process will be voluntary and open to all non-charter elementary schools within the district. Selected additional schools will implement a "lighter" version of the ALO pilot. Schools implementing a "lighter" version of the ALO pilot will provide a portion of their students with additional learning time to be spent on online math and/or reading software. Schools in the "lighter" version will only receive online software from the district and will have to bear responsibility for securing appropriate funds to staff the program as well as upgrade any infrastructure as required by the software. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event a written amendment for such Vendor is not executed within 90 days of the date of this amended Board Report.

VENDORS:

1. MIND Research Institute
3631 S. Harbor Blvd, Suite 200
Santa Ana, CA 92704
888-751-5443
Andrew Coulson
Vendor # 67737
2. Houghton Mifflin Harcourt
222 Berkeley Street
Boston, MA 02116
512-721-7204
Laura Rockefeller
Vendor # 13240
3. Carnegie Learning
437 Grant Street, 20th Floor
Pittsburgh, PA 15219
888-851-7094
Joseph Goins
Vendor # 31207
4. Headsprout
127 Broadway Ave E, Suite 200
Seattle, WA 98102
800-401-5062 x1702
Kimberley Bynoe
Vendor # 39562

CONTRACT ADMINISTRATOR:

Pamela Seanior
773-553-2254

USER: Chief Education Office
125 S. Clark Street, 5th Floor
Monica Lee
(773)553-1104

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2011. Each agreement shall have 2 options to renew for periods of 1 year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

DETAIL OF SERVICES:

The Board will be launching a new initiative to increase educational outcomes for Chicago Public School students by introducing a technology-based solution to increase instructional time. The district's neighborhood schools currently offer only 914 hours of instructional time, which is the lowest urban total in the nation and 20% below the national average for urban districts. This initiative aims to expand instructional time by adding up to ninety minutes of computer-aided instruction to each school day.

Students will receive computer-based instruction to build and develop their skills in math and reading. Engaging, web-based software will provide individualized and self-paced instruction at the level of each student.

The Board will implement this initiative across the District, beginning with a pilot during the 2010-2011 school year.

SCOPE OF SERVICES:

Vendors shall provide software licenses, training, implementation and technical support to participating schools and supporting central office departments. Vendors were evaluated both on the quality of their proposed software program and on their ability to fully implement their proposed software program. Given the district's diversity, the Board selected multiple vendors and will offer schools the opportunity to choose the solutions that best fit their needs. The Office of the CEO, in collaboration with the Office of Teaching and Learning, will provide expert advice as to which products will be most effective in individual schools and areas.

Vendors shall provide research-based software that users will access online which focuses on conceptual learning in literacy and/or mathematics. The software shall be easily navigable by students and require little adult supervision. The software shall align with appropriate state and/or national standards and provide age-appropriate curricula which is adaptive and regularly tracks student progress. The software shall provide reporting that will allow school and district staff to better understand student needs and student progress. Vendors shall also provide full cooperation with integration of the software into the District's data and security systems.

Vendors will provide implementation, training, and technical support to District, Area, and School staff in the following ways: a project management team and development of a key performance indicator report to support timely implementation; end-user and technical training for school and District staff, and a comprehensive train-the-trainer model for District staff to ensure ongoing and broad understanding; and ongoing basic technical assistance to support the user experience. This list is not meant to be exhaustive, but merely illustrative of types of supports that may be provided.

OUTCOMES:

Total instructional hours, particularly engaged academic instructional hours have been shown to positively impact student outcomes. The additional learning opportunities services shall increase the reading and math proficiency of participating students, as measured through the software's progress monitoring tools as well as summative and formative district-wide assessments.

Vendors will be assessed on performance metrics that include, but are not limited to:

- % of students in the top half of Scantron performance (math, reading)
- % of students who meet expected gains on Scantron (math, reading)
- % of students who meet or exceed on ISAT (math, reading)
- % of students receiving adequate training prior to launch
- % of high priority technology service calls addressed in target timeframes

COMPENSATION: Vendors shall be paid in accordance with the pricing set forth in their agreement, not to exceed the sum of ~~\$900,000~~ \$1,800,000 in the aggregate for all Vendors.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Vendors, and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Deputy CEO to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for the Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and Category Goals method for M/WBE participation will be utilized. The M/WBE participation goals for this contract include: 15% total MBE and 5% total WBE.

The Following list of pool vendors have committed to the following:

MIND Research Institute
EXEMPT (501C)

Houghton Mifflin Harcourt Publishing Company
Total 15% MBE

ZeroChaos
420 South Orange Ave #600
Orlando, FL 32801

Carnegie Learning, Inc.
Total 15% MBE
Total 5% WBE

*Have not identified firms

Headsprout, Inc.

Total 20% MBE
Major Armstead
2901 Delphi Court
Olympia Fields, IL 60461

Total 6.5% WBE
Erika Cost
3645 N. Damon #1
Chicago, IL 60618

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Chief Education Office Fiscal Year: 2011
Budget Classification: 10810-331-53306-222010-430104 Source of Funds: Title I ARRA
Budget Classification: 10810.354.53306.222010.497143 Source of Funds: Title IID

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Report 10-1117-PR16 was withdrawn.

10-1117-PR17

APPROVE PAYMENT TO ELEVATE LEARNING, LLC. FOR TUTORING SERVICES AT ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Elevate Learning, LLC who provided tutoring services to Roberto Clemente Community Academy High School from December 9, 2009 to May 31, 2010 in the amount of \$79,000.00. These services were rendered without prior Board approval and all services have been completed. Vendor was selected on a non-competitive basis.

VENDOR:

- 1) Vendor # 76383
ELEVATE LEARNING, LLC
1117 NORTH DEARBORN ST., #114
CHICAGO, IL 60610
Shally Baranwal
312-450-4323

USER:

Area High School Instructional Office 26 - Military
3519 S. Giles Ave
Chicago, IL 60656

Contact : Ardis Relf
Phone: 773-534-9769
Unit 2: Roberto Clemente Community Academy High School
Contact 2 Name: David Gilligan
Phone : 773-534-4000

SCOPE OF SERVICES:

Vendor provided PSAT test readiness for Clemente Community Academy Students including one-to-one, online math tutoring to 140 students with each student receiving 40 hours of personalized instruction consisting of 25 tutoring and 15 graded practice sessions of 45 minutes each at a cost of \$500 per student. Students received 40 sessions worth of personalized instruction over 20 weeks at a frequency of two sessions per week during the school hours.

The one-on-one tutoring was targeted at each student's needs per an individual learning plan (ILP) that was prepared on the basis of an initial diagnostic at the start of the program. Student performance was monitored continuously via regular Elevate Learning (EL) formative and final assessment, the results of which were shared with the Clemente High School teachers on a semi-monthly basis. Based on the consultation with Clemente teachers, EL specially developed the tutoring content in line with the Illinois Learning Standards for Mathematics and further customized the content per the math program at Clemente.

The online tutoring involved a two-way communication between the student and an instructor using voice and digital white boards in a specialized virtual classroom environment via internet. Students were taught by qualified (graduates and/or post graduates in math), experienced and trained math instructors based in India. Students maintained the same tutor for the duration of the program to ensure a positive learning relationship and thorough understanding of the student's abilities and weaknesses.

DELIVERABLES:

Vendor provided the following:

Tutoring program- 40 hours of one-on-one differentiated instruction per student for 140 students over 20 weeks by EL tutors, remedial as well as grade specific math skills. - Initial EL diagnostic (1.5 hours), formative (4 hours) and final assessments (1.5 hours) administered to each student to guide the differentiated instruction and monitor the student progress. - Individual Learning Plan (ILP) for 40 hours for each student focused on the skill gaps and areas of weaknesses for each student. - Tutors used advanced Content Pedagogical Knowledge and Best practices in tutoring to bridge the gap between student's current skill level and the grade-level skill requirements. - The tutoring content was based on Illinois Learning Standards for Mathematics and further customize per math program at Clemente High School.

Professional development- On-site professional development for teachers on the technological and supervision aspects of the program. - On-site training was also provided to the students to access their sessions and the use of the specialized hardware.

Reporting and Additional Support- Elevate Math submitted to teachers and program administrator a semi-monthly report detailing student attendance, topics taught and performance on the initial diagnostic, formative and final assessment. - Curriculum consultation with teachers before the start of the program to maintain alignment with RCCA objectives and methodology. - Assistive hardware i.e. Digital writing tablets and headsets with microphone were provided to RCCA on a rental basis. - Service assistant: Elevate Learning provided live service assistance via telephone, emails and web conferencing at all times. - Technical set-up: EL assisted the school IT technician in setting-up the computers and the assistive hardware.

OUTCOMES:

Vendors services resulted in students overcoming their backlog of pre-requisite (remedial) math skills and being taught with grade specific and advanced math skills to be successful on the PSAT test. The students also gained practice on graded drills and received specific feedback from the tutors on their skill deficiencies. The one-on-one instruction helped the lower achieving students to keep pace with the classroom instruction by reducing the classroom skill disparity. The semi-monthly student performance reports enabled teachers to make data-driven decisions about their students and the classroom instruction. The students also acquired virtual collaboration and cross-cultural skills that are vital for the 21st century work environment.

COMPENSATION:

Consultant shall be paid the sum of \$79,000.00.

AFFIRMATIVE ACTION:

A review of Minority and Women Business Enterprise participation was precluded due to completed contract performance.

LSC REVIEW:

Local School Council knew about this program as this was the second year for services. However, the exact date of approval is not on file.

FINANCIAL:

Charge to Area High School Instructional Office 26 - Military and Roberto Clemente Community Academy High School

05261-115-54105-113006-000000-2011

\$39,500.00

51091-225-54105-119016-000703-2011

\$39,500.00

CFDA# : Not Applicable

10-1117-PR18

AMEND BOARD REPORT 08-0827-PR23**AMEND BOARD REPORT 05-1026-PR12****AMEND BOARD REPORT 04-0324-PR20****APPROVE ENTERING INTO AN AGREEMENT WITH BLUE CROSS BLUE SHIELD OF ILLINOIS FOR HEALTH CARE ADMINISTRATION SERVICES****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Blue Cross Blue Shield of Illinois to provide network access, claims administration, medical management oversight and a health maintenance organization for the Board's self-funded medical plan, at a cost not to exceed ~~\$70,000,000.00~~ **\$81,000,000.00**. Blue Cross Blue Shield of Illinois was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 03-250288). A written agreement is currently being negotiated. No payment shall be made to vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to change the original term of the health maintenance organization agreement, commencing July 1, 2004 and ending December 31, 2006, to end December 31, 2008. This extension will allow the Board to take advantage of guaranteed rates for calendar years 2007-2008.

This second amendment is necessary to change the ending date of the written agreement regarding the health maintenance organization (HMO) services to December 31, 2010, and to increase the dollar amount from \$50,000,000.00 to \$70,000,000.00 for all services. This extension is needed in order to provide sufficient time to complete a comprehensive RFP. A written amendment to this agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of this amended Board Report.

This November 2010 amendment is necessary to i) extend the ending date of the written agreement regarding health maintenance organization (HMO) services to December 31, 2011, ii) to increase the dollar amount from \$70,000,000.00 to \$81,000,000.00 for all services, and iii) revise the affirmative action section. This extension is needed in order to provide sufficient time to define the requirements, issue and evaluate a comprehensive RFP compliant with new federal healthcare reform legislation. A written amendment to this agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of this amended Board Report.

Specification Number : 03-250288
Contract Administrator : Pamela Seanior / 773-553-2254
VENDOR:

- 1) Vendor # 36410
HEALTH CARE SERVICE CORPORATION
D/B/A BLUE CROSS BLUE SHIELD OF ILLINOIS
300 E. RANDOLPH
CHICAGO, IL 60601
Paul S. Boulis
312-653-7921

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Dale Moyer
Phone: 773-553-2818

TERM:

The term of each agreement shall commence on July 1, 2004 and shall end December 31, ~~2010~~ **2011** for the health maintenance organization agreement, and shall end on December 31, ~~2008~~ **2011** for any remaining agreements. Each agreement shall have (2) options to renew for 12 months each.

DESCRIPTION OF SERVICES: Blue Cross Blue Shield will provide network access and administrative services and provide a health maintenance organization for the Board's self-insured health plan.

DELIVERABLES:

Blue Cross Blue Shield will provide access to a network of medical providers, and a prepaid health maintenance organization, including monthly experience reports.

OUTCOMES:

Blue Cross Blue Shield will provide comprehensive and affordable healthcare coverage through contracted discounts and prepaid provider arrangements for the Board's self-insured medical program for Chicago Public School employees.

COMPENSATION:

Blue Cross Blue Shield shall be paid at the fees set forth in the written agreements for the entire term not to exceed ~~\$70,000,000.00~~ \$81,000,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the agreement and amendment as amended. Authorize the President and Secretary to execute the agreement and amendment as amended. Authorize the Chief Human Resources Capital Officer or the Director/Officer of Benefits Management to execute all ancillary documents required to administer or effectuate this agreement as amended.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE Participation goals for the contract include: 35% total MBE, 10% total Hispanic, 2% total Asian and 5% total WBE. The vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%

~~Total 22% African American:~~

~~Community Insurance Center \$1,170,000
520 E. 87th Street
Chicago, Illinois 60619~~

~~Minor's Unique Printing \$2,940,000
333 W. Hintz Road
Wheeling, Illinois 60090~~

~~Sayers Computer Source \$1,170,000
825 Corporate Woods Parkway
Vernon Hills, Illinois 60061
1150 Peckhamville Drive
Mt. Prospect, Illinois 60015~~

~~Tri-Tech Solutions-Kam, Inc. \$882,000
5415 S. Ingleside
Chicago, Illinois 60615~~

~~Total Hispanic 10%~~

~~A&R Janitorial Services \$1,764,000
5234 W. 25th Street
Cicero, Illinois 60804~~

~~Magic Lantern Studios \$568,000
11381 Addison Ct.
Huntley, Illinois 60142~~

~~MTG Productions \$568,000
1580 N. Northwest Highway Ste. 312
Park Ridge Illinois 60068~~

~~Total 3% Asian~~

~~Innovative Systems \$882,000
799 Roosevelt Road
Glen Ellyn, Illinois~~

~~Total 5% WBE
Perez & Associates, Inc.
13930 S. Kildare Avenue
Crestwood, Illinois 60445~~

~~Terrance Electric \$1,170,000
1015 South Route 83
Elmhurst, Illinois~~

MICRO III \$294,000
1102 N. Garfield
Lombard, Illinois

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge \$10,000,000.00 for Fiscal Year 2005
Charge \$10,000,000.00 for Fiscal Year 2006
Charge \$10,000,000.00 for Fiscal Year 2007
Charge \$10,000,000.00 for Fiscal Year 2008
Charge \$10,000,000.00 for Fiscal Year 2009
Charge \$10,000,000.00 for Fiscal Year 2010
Charge \$10,000,000.00 for Fiscal Year 2011
Charge \$11,000,000.00 for Fiscal Year 2012

Budget Classification: Charge to sundry units, all operating funds, sundry programs, hospitals insurance (~~object 5880~~ account 57305)

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR19

FINAL

AMEND BOARD REPORT 08-0827-PR26

AMEND BOARD REPORT 07-1219-PR19

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENTS WITH UNITED HEALTH CARE INSURANCE COMPANY AND UNITED BEHAVIORAL HEALTH FOR HEALTH MAINTENCE ORGANIZATION, BEHAVIORAL HEALTH AND FLEXIBLE SPENDING ACCOUNT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION.

Approve exercising the second option to renew the agreements with United Health Care Insurance Company (UHC) to provide network access claims administration, utilization review, medical management oversight, a health maintenance organization, and flexible spending accounts for the Boards self-funded medical plan. Approve exercising the second option to renew the agreement with United Behavioral Health to provide mental health and substance abuse management services under the Board's healthcare program. The total cost for both vendors for this option period shall not exceed ~~\$20,000,000.00~~ \$26,000,000.00. Written documents exercising these options are currently being negotiated. No payment shall be made to either vendor during the option period prior to the execution of the written documents. The authority granted herein shall automatically rescind as to each vendor in the event a written document for each vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

This amendment is necessary to change the ending date of the renewal agreements to December 31, 2010 for health maintenance organization (HMO) and flexible spending services with UHC and mental health and substance abuse management services with United Behavioral Health and to increase the total dollar amount from \$6,000,000.00 to \$20,000,000.00. This amendment will allow sufficient time for completion of a comprehensive Request for Proposals. A written amendment to each of these agreements is required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This November 2010 amendment is necessary to extend the ending date of the agreements to December 31, 2011 for health maintenance organization (HMO) and flexible spending services with UHC and mental health and substance abuse management services with United Behavioral Health and to increase the total dollar amount from \$20,000,000.00 to \$26,000,000.00. This amendment will allow sufficient time to define the requirements, issue and evaluate a comprehensive RFP compliant with new federal healthcare legislation. This Board Report is also being amended to revise the affirmative action section. A written amendment to each of these agreements is required. The authority granted herein shall automatically rescind as to each vendor in the event their written amendment is not executed within 120 days of this amended Board Report.

Specification Number : 03-250288
Contract Administrator : Pamela Seanior / 773-553-2254

VENDOR

- 1) Vendor # 23320
UNITED HEALTH CARE INSURANCE CO.
233 N. MICHIGAN AVENUE
CHICAGO, IL 60601
Shannon Taylor
312-424-6581
- 2) Vendor # 12796
UNITED BEHAVIORAL HEALTH
425 MARKET ST., 27TH FL.
SAN FRANCISCO, CA 94105
Stevn D. Prepelica, M.S.W
847-585-4874

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Dale Moyer
Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 04-0324-PR21 as amended by Board Report 04-0728-PR44) in the amount of \$30,000,000.00 are for terms commencing July 1, 2004 and ending December 31, 2006, with the Board having two options to renew for one year terms. The agreements were renewed (authorized by Board Report 06-1220-PR21) for a period commencing January 1, 2007 and ending December 31, 2007. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

EXTENSION PERIOD: ~~TERM:~~ The term of each agreement for the HMO, flexible spending and mental health substance abuse management agreements is being extended for ~~three years~~ a period commencing January 1, 2008 and ending December 31, ~~2040~~ 2011. The remaining agreement (utilization review) is extended to December 31, 2008.

OPTION PERIODS REMAINING

There are no option periods remaining.

SCOPE OF SERVICES:

United Health Care will continue to provide health maintenance organization, and flexible spending accounts for a self-insured health plan. United Behavioral Health will continue to provide mental and substance abuse management services and access to their network of mental health providers.

DELIVERABLES:

United Health Care will continue to provide health maintenance organization services and access to a network of medical providers, who will provide claims administration services, conduct utilization review and management services and administer flexible spending accounts, including monthly experience reports. United Behavioral Health will continue to provide access to a network of behavioral health providers and will conduct utilization review, and management services, including monthly experience reports.

OUTCOMES:

United Health Care and United Behavioral Health Services will result in comprehensive and affordable healthcare coverage through contracted discount and prepaid provider arrangements for the Board's self-insured medical program for Chicago Public School employees.

COMPENSATION:

Vendors shall be paid during this option period as follows: in accordance with the compensation schedule set forth in each agreement, total cost not to exceed ~~\$20,000,000.00~~ \$26,000,000.00 for both vendors for the three years option period ending December 31, 2011.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendments. Authorize the President and Secretary to execute the option document and amendments. Authorize the Chief Human Resources Capital Officer to execute all ancillary documents required to administer or effectuate these option agreements

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 35% total MBE and 5% WBE. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods & Services Contracts, the per category method for M/WBE participation will be utilized. Thus, contracts for the subsequent vendors in this agreement will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors will be monitored on a quarterly basis. However, the Waiver Review Committee recommends that a partial waiver of the MBE/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

United Health Care has identified and scheduled the following:

Total MBE - 9% 8.7%

Merchandise Distributors \$50,000.00 or 1.7%
4253 N. Kedzie
Chicago, IL 60618

Hernandez & Garcia 400,000.00 or 3.4%
7366 N. Lincoln Ave.
Lincolnwood, IL 60712

Corafran 20,000.00 or .2%
P.O. Box 498-495
Chicago, IL 60649

The Blackstone Group 400,000.00 or 3.4%
360 N. Michigan Ave.
Chicago, IL 60601

Total WBE - 22% 22.3%

411 Computers, Inc.
6160 S. East Ave.
LaGrange, IL 60525

United Behavioral Health has identified the following: 85% of the Chicago network are M/WBE service providers

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department Human Resources: \$20,000,000.00 \$26,000,000.00

Fiscal Year: 2008-2011

Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR20

AMEND BOARD REPORT 09-1216-PR26
AMEND BOARD REPORT 09-0128-PR16
RATIFY AMENDMENT TO BOARD REPORT 08-0827-PR24
AMEND BOARD REPORT 07-1024-PR21
AMEND BOARD REPORT 07-0228-PR12
AMEND BOARD REPORT 05-0824-PR11
AMEND BOARD REPORT 05-0323-PR14

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VARIOUS COMPANIES
FOR DEFINED CONTRIBUTION RETIREMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with the various companies identified below to provide defined contribution retirement services to Chicago Public School employees, at no cost to the Board and to enter into a written agreement substituting Reliance Financial Corporation in place of MetLife Bank as Custodian regarding the custodial agreements renewed in #6 below. Vendors will continue to provide investment management, administration and recordkeeping for group fixed annuities, variable annuities and institutional mutual funds. Written documents exercising this option are currently being negotiated. The authority granted herein as to each vendor shall automatically rescind in the event a written document for each vendor is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary in order to provide a successor custodian for MetLife, which is exiting this type of business. A written agreement with Reliance Financial Corporation is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement with Reliance Financial Corporation is not executed within 120 days of this amended Board Report.

This second amendment to the Board Report is necessary to change the ending term of each renewal period (with the exception of Prudential Retirement Services) from April 1, 2007 to December 31, 2007. This amendment will allow sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewal agreement are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This third amendment to the Board Report is necessary to change the ending term of each renewal period with the exception of Prudential Retirement Services from December 31, 2007 to December 31, 2008. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions. Written amendments to each renewal are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This fourth amendment is necessary to change the ending date of each renewal period from December 31, 2008 to December 31, 2009, with the exception of Prudential Retirement Services. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewal agreement are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event written amendments are not executed within 90 days of this amended Board Report.

This fifth amendment is necessary to reflect the name change of CitiStreet Associates, LLC to MetLife Associates, LLC; and also to correct the erroneous deletion of Reliance Financial Corporation, as custodian; as a party in category 6 below, and to restore it under category 6 as of the prior Board Report date where it last appeared. Further, the written amendments with MetLife Associates, LLC and Reliance Financial Corporation pursuant to the fourth amendment, herein above, executed prior to this Board Report date are herein ratified. The authority granted herein shall automatically rescind as to the amendments cited in the fourth amendment to this Board Report, above, as to MetLife Associates, LLC and as to Reliance Financial Corporation in event that written amendments reflecting these changes are not executed within 90 days of this amended Board Report.

This sixth amendment is necessary to correct the address for Variable Annuity Life Insurance Company and to change the ending date of each renewal period from December 31, 2009 to December 31, 2010, except for Prudential. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time to implement new administrative and other agreements. Written amendments to each renewal agreement are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event that written amendments are not executed within 90 days of this amended Board Report.

This seventh amendment is necessary to amend certain provisions in the contracts of four of the vendors effective as of December 1, 2010, and to amend the ending date of the renewal agreements for these vendors from December 31, 2010 to December 31, 2011. The four vendors are ING Insurance and Annuity Company, Variable Annuity Life Insurance Company, MetLife Associates LLC and Metropolitan Life Insurance Company. The amendment contains provisions relating to cooperation by these four vendors with respect to recordkeeping services and arrangement for reimbursement of plan expenses. Written amendments to the renewal agreements of these four vendors are required. The authority granted herein shall automatically rescind as to each of these vendors in the event that their written amendment is not executed within 90 days of this amended Board Report.

Specification Number : 01-250230
Contract Administrator : Gilbert Rabin / 773-553-2297

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Dale Moyer
Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 02-0123-PR31 as amended under Board Resolution 02-1120-RS06 and by Board Report 05-08-24-PR11) are for a term commencing April 1, 2002 and ending April 1, 2005, with the Board having one option to renew for an additional period of twenty four (24) months. The written agreements were renewed for a term commencing April 1, 2005 and ending April 1, 2007 pursuant to Board Report number 05-0323-PR14. The agreements were then amended pursuant to Board Report number 07-0228-PR12 and 07-1024-PR21 and extended to the end date of December 31, 2008, with the exception of Prudential Retirement Services. The agreements were then amended pursuant to Board Report number 08-0827-PR24 and extended to the end date of December 31, 2009. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #01-250230).

OPTION PERIOD:TERM: The term of each agreement with Hartford Life Insurance Company and Horace Mann Life Insurance Company shall be renewed for a period commencing April 1, 2005 and ending December 31, 2010. The term of each of the agreements with the following: ING Life Insurance and Annuity Company, Variable Annuity Life Insurance Company, MetLife Associates, LLC, and Metropolitan Life Insurance Company shall be renewed for a period commencing April 1, 2005 and ending December 31, 2011. The term for the agreement with Prudential Retirement Services shall be for six-month period commencing April 1, 2005 and ending October 1, 2005.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide comprehensive defined contribution retirement services which include: Management of investment options (either proprietary, non-proprietary or a combination)
Participant Communication
Administration/Recordkeeping
Participant Education
Vendors shall only provide those products and services within the product line for which they were originally selected.

DELIVERABLES:

Vendors shall continue to provide periodic reports related to program activities, including enrollment, vendor performance, investment performance and participant services. Vendors shall continue to develop communication materials, conduct education seminars and provide training materials for Board staff.

OUTCOMES:

Vendors services shall continue to result in a program that provides quality investment products and services, with cost effective fees that enhances the Board of Education's defined contributions retirement program.

COMPENSATION:

Vendor shall be paid during this option through voluntary deductions for participating Board employees, with no cost to the Board. Cost and fee structures offered to participating Board employees shall be guaranteed for the renewal term and, for participants with Prudential Retirement Services, shall be guaranteed for the six-month renewal term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents and amendments. Authorize the President and Secretary to execute the option documents and amendments. Authorize the Chief Human Capital Resources Officer to execute all ancillary documents required to administer or effectuate option agreements.

AFFIRMATIVE ACTION:

Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) these contracts are exempt from review because they are unique transactions that have no cost to the Board.

LSC REVIEW:

Not applicable.

FINANCIAL:

Providers shall be paid through voluntary deductions from participating Board Employees, with no cost to the Board.

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

- | | |
|--|---|
| <p>1) Vendor # 34983
HARTFORD LIFE INSURANCE CO.
200 HOPMEADOW STREET
SIMSBURY, CT 06089
Eric H. Wietsma, Vice President
860-843-6923</p> | <p>7) Vendor # 34984
PRUDENTIAL GROUP LIFE AND
DISABILITY INSURANCE
290 W. MOUNT PLEASANT AVENUE
LIVINGSTON, NJ 07039
Susan Maxey Reid
973-367-1213</p> |
| <p>2) Vendor # 91417
ING LIFE INSURANCE AND ANNUITY
COMPANY
ONE ORANGE WAY-A3N
WINDSOR, CT 06095
Laurie Lombardo, Product Director
860-580-1649</p> | |
| <p>3) Vendor # 80603
HORACE MANN LIFE INSURANCE
COMPANY
1 HORACE MANN PLAZA
SPRINGFIELD, IL 62715
Tricia Seifert, AVP Retirement Plan
Services
217-789-2500X5553</p> | |
| <p>4) Vendor # 23624
VARIABLE ANNUITY LIFE INSURANCE
COMPANY, THE
2929 ALLEN PARKWAY, STE L6-30
HOUSTON, TX 77019
Mike Gifford, Vice President
713-831-5064</p> | |
| <p>5) Vendor # 12898
METLIFE ASSOCIATES, LLC
400 ATRIUM DRIVE
SOMERSET, NJ 08873
Julie Taylor
732-514-2000</p> | |
| <p>6) Vendor # 34986
METROPOLITAN LIFE INSURANCE CO.
400 ATRIUM DR.
SOMERSET, NJ 08873
Thomas Hogan, Senior Vice President
732-652-1212</p> | |

10-1117-PR21

**APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH ARAG
INSURANCE COMPANY TO PROVIDE ACCESS TO LEGAL SERVICES NETWORK FOR CHICAGO
PUBLIC SCHOOLS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with ARAG Insurance Company to provide access to a legal services network for Chicago Public School employees under its Employee Benefits Program at no cost to the Board. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 06-250040
Contract Administrator : Pamela Seanior / 773-553-2254

VENDOR:

- 1) Vendor # 10618
ARAG INSURANCE COMPANY
400 LOCUST., STE 480
DES MOINES, IA 50309
Laura Lanagin
515-246-1200

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Dale Moyer
Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 06-1115-PR21) at no cost to the Board was for a term commencing January 1, 2007 and ending December 31, 2009, with the Board having two options to renew for periods of one year each. The agreement was renewed for a term commencing January 1, 2010 and ending December 31, 2010 (authorized by Board Report 09-0826-PR25). The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing January 1, 2011 and ending December 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

ARAG shall continue to provide a comprehensive, fully-paid group legal services network, which shall provide a baseline of services to participating Chicago Public School employees including a legal hotline; documentation preparation such as wills and codicils; real estate matters; family matters; including parental coverage; attorney office work; divorces; adoptions; estate administration and estate closings; defense of traffic charges; defense of civil damages; small claims assistance; identity theft case management; identity theft case prevention kit and identity theft action kit; telephone legal services and online access to information and resources; reduced fee services; and a fee schedule for attorneys outside the network.

DELIVERABLES:

ARAG shall continue to staff various Board work locations with company representatives to meet with employees as needed; make telephone service available for enrollees 24 hours per day, 7 days per week, perform administrative functions necessary to ensure appropriate financial controls; maintain eligibility files in an accurate and timely manner; provide training materials and on-site training sessions for the implementation of the program; develop, produce and distribute employee communication materials and provide management information reports.

OUTCOMES:

ARAG's Legal Service Network will result in an efficient cost effective benefit for Chicago Public School Employees.

COMPENSATION:

This is a 100% employee-pay group services plan, with no cost to the Board of Education.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), this contract is in full compliance; the industry category goals method for M/WBE participation will be utilized and reported on a quarterly basis. The M/WBE participation goals for this contract include: 35% MBE and 5% WBE.

Total MBE 35%

Rivera & Associates
6160 N. Cicero Ave., Suite 305
Chicago, IL 60646

Jean Roche
10735 S. Cicero
Oak Lawn, IL 60453

Frank Ochal
Law Offices of Frank Ochal
5433 N. Ashland Ave.
Chicago, IL 60640

Total WBE 5%

Crystal Bush
Law Office of Crystal R. Bush
400 N. McClurg, Suite 2215
Chicago, IL 60611

Lynette Lewis
3502 W. 95th
Evergreen Park, IL 60805

Kristal Rivers
1507 E. 53rd Street #804
Chicago, IL 60617

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

There is no cost to the Board.

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR22

**AUTHORIZE PLACEMENT OF THE BOARD'S EMPLOYEE GROUP BASIC LIFE, VOLUNTARY LIFE,
PERSONAL ACCIDENT AND DISABILITY INSURANCE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the placement of the following insurance policies on behalf of the Board for group employee benefits insurance for an initial term 36 months at a cost for the initial term not to exceed \$54,000,000.00. No broker is involved. These placements will be arranged and underwritten through Standard Life Insurance Company. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No. 10-250046). The policies of coverage constitute the contract between the Board and insurance carriers.

Specification No: 10-250046

Contract Administrators: Pamela Seanior (773) 553-2254

VENDOR: Employee Group Basic Life, Voluntary Life, Personal Accident and Disability Insurance Carrier

Standard Life Insurance Company
900 S W Sixth Avenue
Portland, Oregon 97204
Contact: Christine Pawlak, Employee Benefit Specialist
Vendor: 30450

USER: Human Capital

125 S. Clark – 14th floor Compensation & Benefits Management
Contact: Dale Moyer, Compensation Director
(773) 553-2818

TERM: The term of each policy shall commence on January 1, 2011 and shall end on December 31, 2013.

RENEWAL OPTIONS

The Board shall have the two renewal options of one year each, beginning on January 1, 2014 and January 1, 2015 respectively, at a cost not to exceed \$19,000,000.00 for the first renewal term and not to exceed \$19,500,000.00 for the second renewal term.

DESCRIPTION OF POLICES

Life Insurance	Group Life Insurance: i) Basic Life Insurance, and ii) Voluntary Life Insurance and Personal Accident Insurance at no cost to the Board to be funded through voluntary payroll deductions for participating Chicago Public Schools and Board of Education employees
Disability Insurance	Disability Insurance: at no cost to the Board to be funded through voluntary payroll deductions for participating Chicago Public Schools and Board of Education employees.

PREMIUM: All premium payments will be made to the appropriate insurance carriers based on premiums reported by Standard Life to the Human Capital. Any premium change that causes the premium to exceed the maximum amounts stated above shall require additional Board authority.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this agreement include 15% total MBE and 5% total WBE participation. The Vendor has committed to utilizing M/WBE firms to market the services and benefits of this Insurance contract.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:

Basic Life: Charge to all units/ Human Capital manages the contract:

Fiscal Year 2010 to 2011: \$1,000,000.00
Fiscal Year 2011 to 2012: \$2,000,000.00
Fiscal Year 2012 to 2013: \$2,000,000.00
Fiscal Year 2013 to 2014: \$1,000,000.00

Budget Classification: Sundry Units, All operating funds, sundry programs, group life insurance (account 57905)

Personal Accident Insurance: \$0
No cost to the Board
Voluntary Life: \$0
No cost to the Board
Voluntary Disability: \$0
No cost to the Board

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 28, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR23

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH COGHLAN KUKANKOS LLC, FORMERLY KNOWN AS COGHLAN KUKANKOS COOK LAW OFFICES, TO PROVIDE SUBROGATION CLAIMS MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with Coghlan Kukankos LLC, formally known as Coghlan Kukankos Cook Law Offices (CKC), to provide Subrogation Claims Management Services for the Board's self-funded medical insurance plan (Plan). Vendor will be paid on a contingency fee basis. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 06-250036
Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

- 1) Vendor # 24950
COGHLAN KUKANKOS LLC
161 NORTH CLARK STREET., SUITE 1325
CHICAGO, IL 60601
Barbara Coghlan

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Dale Moyer, Director
Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 06-1115-PR22) is for a term commencing January 1, 2007 and ending December 31, 2009 with the Board having (2) two options to renew for (1) one year terms. The Agreement was renewed for term commencing January 1, 2010 and ending December 31, 2010 (authorized by Board Report 09-1028-PR15). The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing January 1, 2011 and ending December 31, 2011.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

Consultant will continue to provide the following services:

Provide open and close status on all injury claim files.

Evaluate the subrogation potential of each claim based upon information that is available from police reports, the statements of Covered Persons and witnesses, hospital records, insurance company claim files or other information.

Provide in writing a determination as to whether the Plan has a viable and cost effective right to recover subrogation with respect to each injury claim.

Make demands that responsible third parties or their insurers or other persons who may be obligated to provide injury-related benefit coverage that is primary to that which is provided by the Plan.

Defend benefit actions brought against the Plan and/or shall commence or monitor or intervene in litigation on behalf of a designated Covered Person, or the Plan.

Negotiate with third parties and insurers or other responsible persons as part of its efforts to effect settlement of injury claims as authorized by the Plan.

Collect subrogation-related payments due to Plan; report and remit such payments to the Board's representative pursuant to procedures authorized by the Board.

Provide services necessary to supervise and support counsel retained to defend subrogation-related actions brought against the Plan Covered Persons who reside in areas where Consultant does not practice.

DELIVERABLES:

Consultant will continue to provide monthly and annual reports indicating names, dates of services and medical providers for which reimbursement has been received. Consultant shall maintain a database so trends can be established to determine vendors' claim payment patterns to determine if they are acceptable according to the Board of Education's standards.

OUTCOMES:

Consultant's services will result in an efficient cost-effective Subrogation Claims Management Program aligned with the Board's self-funded medical plan.

COMPENSATION:

Consultant shall be paid a contingency fee in the amount of 33.33% of the gross recoveries or savings from the Plan from an injury claim, which gross recovery was realized by the Plan after the assignment of the injury claim to Consultant.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract includes: 35% MBE, and 5% WBE.

OBD recommends that a partial waiver of the MBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

The vendor however has identified and scheduled the following firms and percentages:

Total MBE	5%
Altavista Graphics 3435 N. Kimball Chicago, IL 60618	
Total WBE 95%	
Coghlan Kukankos LLC	84%
Arrow Messenger Services 1322 W. Walton Chicago, IL 60622	1%
Hallagan Office Supplies 6854 W. North Ave Chicago, IL 60606	7%
Data Media Productions 1946 Lehigh Ave Glenview, IL 60025	3%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fiscal Year: 2011

Charge to sundry units, all operating funds, sundry programs, hospital insurance (object 57305).

Subrogation collections will be deposited to the appropriate health care budget lines so that health care costs can be reduced.

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR24

FINAL

**APPROVE ENTERING INTO AN AGREEMENT WITH THE NEW TEACHER PROJECT FOR
EDUCATIONAL SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with The New Teacher Project (TNT) to provide educational support services and teacher alternative Certification initiative (TEACH Initiative) at a cost to the Board not to exceed \$2,775,776.00. TNT was selected on a non-competitive basis because the Provider was the applicant for the Investing in Innovation (i3) grant awarded by the United States Department of Education, and has expertise and the ability to deliver effective recruitment, pre-service training, and provide certification coursework for Alternative Certification teachers. The Provider's grant application specifically addressed working with Chicago Public Schools if awarded the grant. The total value of the agreement and services to be received by the Board will be in an amount not to exceed \$7,573,158.00. The difference between the total contract amount and cost to the Board will be covered by i3 grant funds received by provider and participant tuition. A written agreement for Provider's services is currently being negotiated. No payment shall be made to Provider prior to the execution of written agreement. The authority granted herein shall authority rescind in the event a written agreement is not executed within 90 days of the date of this Board Report.

VENDOR:

- 1) Vendor # 95555
NEW TEACHER PROJECT, THE
186 JORALEMON STREET., STE 300
BROOKLYN, NY 11201
Ariela Rozman, CEO
718-233-2800

USER:

Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603

Contact : Alicia Winckler
Phone: 773-553-1070

TERM:

The term of this agreement shall commence on December 1, 2010 and shall end on September 30, 2015.

EARLY TERMINATION RIGHT:

Either party shall have the right to terminate the agreement on 60 days written notice.

SCOPE OF SERVICES:

For the Chicago Teachers Fellow Program, Provider will recruit and identify up to 150 provisionally-certified teachers for employment with Chicago Public Schools in high need subject areas for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years. Provider will develop and implement an intensive recruitment and pre-service training. TNTP will screen new teachers for potential and effectiveness at the end of pre-service training. In addition, Provider will establish the Illinois Practitioner Teacher Program, modeled on The New Teacher Projects' nationally recognized programs existing in several states, to certify up to 150 Chicago Teaching Fellows annually in high need subject areas. TNTP will not retain Fellows who have been denied certification by the program.

DELIVERABLES:

The New Teacher Project will deliver the following services for each academic year relating to Alternative Certification Programs: 1) manage the website for the Chicago Teaching Fellows Program which includes overseeing the online application processes, provide various reporting function applications and ensuring accountability of submitted applications; 2) provide recruitment and applicant evaluation and selection for up to 150 Chicago Teaching Fellows in high need subject areas; 3) provide a pre-service teacher training institute and hiring assistance for participants; 4) provide an on-site management team to oversee recruitment efforts and teacher support efforts; 5) establish the Illinois Practitioner Teacher Program; 6) train Chicago Teaching Fellows using The New Teacher Projects Teaching for Student Achievement and Teaching for Results curriculum; 7) ensure only Fellows who can demonstrate effectiveness receive teacher certification; and 8) partner with the CPS Office of Human Capital to ensure that program is tailored to meet the needs of CPS.

OUTCOMES:

For the Chicago Teaching Fellows Program, Provider's services will result in the following: 1) An up-to-date Chicago Teaching Fellows website that provides accurate program information and application process; 2) An increased number of Fellows teaching in high need subject areas using TNTP's competency model; 3) Illinois State Board of Education approval to establish the Illinois Teacher Practitioner Program and provide teacher certification coursework to Chicago Teaching Fellows; and, 4) A Fellows program tailored to meet the needs of CPS.

COMPENSATION:

Provider shall be paid upon invoicing after services have been satisfactorily performed; total cost to the Board not to exceed \$2,775,776.00. Invoices will be broken out by line for each expense billed and by high need subject area cohort. The average cost per Fellow (including certification) over the five year i3 grant period is \$4,270. CPS costs for the period will be funded from Title II. (See breakdown in financials section). The balance of the costs will be paid by Provider using i3 grant funds and participant tuition.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$2,775,776.00

FY11: \$223,970.00

FY12: \$227,028.00

FY13: \$438,753.00

FY14: \$838,810.00

FY15: \$1,047,215.00

Budget Classification FY11

2007 TTT Grant 11010-353-54105-221312-582040-2011 \$98,836.00

2009 TTT Grant 11010-353-54125-221312-582041-2011 \$70,944.00

Title II Funds 11010-353-54125-221312-494033-2011 \$54,190.00

Budget Classification FY12:

2009 TTT Grant 11010-353-54125-221312-582041-2012 \$78,491.00

Title II Funds 11010-353-54125-221312-494033-2012 \$148,537.00

Budget Classification FY13:

2009 TTT Grant 11010-353-54125-221312-582041-2013 \$78,215.00

Title II Funds 11010-353-54125-221312-494033-2013 \$360,538.00

Budget Classification FY14:
Title II Funds 11010-353-54125-221312-494033-2014 \$838,810.00

Budget Classification FY15
Title II Funds 11010-353-54125-221312-494033-2015 \$1,047,215.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR25

RATIFY EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH YOUTH ADVOCATE PROGRAMS, INC. FOR YOUTH ADVOCACY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreement with Youth Advocate Programs, Inc. ("YAP") to provide youth advocacy services to designated CPS students at a cost for the option period not to exceed \$6,967,866.82 in the aggregate. A written document exercising this option is currently being negotiated. No payment shall be made to YAP during the option period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 10619
YOUTH ADVOCATE PROGRAMS, INC
2007 NORTH 3RD STREET
HARRISBURG, PA 17102
Minette Bauer
717-232-7580

USER:

Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Contact : Mike Shields
Phone: 773-553-1523

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0923-PR26, as amended by Board Report 10-0224-PR14) in the amount of \$5,000,000 is for a term commencing January 1, 2010 and ending September 30, 2010, with the Board having 2 options to renew for a period of 12 months each at a cost to be determined at the time the option is exercised. The original agreement was awarded on a non-competitive basis.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing October 1, 2010 and ending September 30, 2011.

OPTION PERIODS REMAINING:

There is one option remaining for a period of 12 months.

SCOPE OF SERVICES:

As part of the Board's larger initiative to reduce the violence that CPS students are exposed to, during this option period YAP will recruit and provide a stable cadre of qualified Youth Advocates for approximately 330 CPS high school students who have been identified by CPS as having the greatest risk of becoming victims of violence within the next two years. No student may participate in the YAP Program without parental or guardian consent. Youth Advocates will undergo professional training and will be assigned to not more than four students each. The services that the Youth Advocates will provide to their assigned students will be designed to improve student attendance, decrease student behavioral violations, assist in improving each student's academic performance, and limit the factors that contribute to these students' increased risk of becoming victims of violence.

As specified in the renewal agreement, YAP and the Youth Advocates shall among other things, continue to do the following:

1. Analyze the areas in which the 330 selected students reside and ensure that each student has a qualified youth advocate hired from within the student's home community. The ratio of Youth Advocate students shall not exceed 4:1.
2. Ensure that each Youth Advocate has satisfied the CPS and statutory requirements for individuals having access to students. These include background checks and TB testing.
3. Provide training to each Youth Advocate as part of YAP's training partnership with Rutgers University.
4. Develop an Individualized Service Plan ("ISP") for each student as described in the renewal document.
5. Meet with each student at least 16 hours each week.
6. Meet with each student's parents or legal guardians to discuss the program and that student's specific needs.
7. Meet with each student's school principal and other school officials on a weekly basis.
8. Intervene on behalf of their students with social service agencies, law enforcement agencies, and juvenile justice system, as needed.
9. Meet with Central Office administrators as requested.
10. Assist students in obtaining and keeping regular, part-time employment by: (a) identifying employment opportunities using the YAP Supported Work Program and other resources; (b) providing job hunting assistance and job training for students based upon their Individualized Service Plans; and (c) providing support to help each employed student retain their job.
11. Monitor each student's school attendance and assist the school in improving that attendance.
12. Monitor each student's in-school behavior and work with the school to reduce the need for disciplinary action.
13. Monitor each student's academic performance and help students improve that performance.

DELIVERABLES:

YAP will continue to provide the following:

1. Reports on each student's performance, including the specific information requested by the CPS program manager. Such information includes, but is not limited to: the amount and nature of Youth Advocate engagement, school performance (e.g. attendance, grading, discipline and teacher or principal comments), and current information regarding the student's employment and their family situation.
2. Status reports regarding the Youth Advocate recruitment process.
3. A final report that includes information specified in the agreement.

OUTCOMES:

YAP's services will result in reducing the risk factors for violence for each of these students. School attendance, academic and social performance and job performance will be measured regularly to determine student progress. YAP will adhere to guidelines set forth by Performance Management process to ensure proper monitoring and accountability.

COMPENSATION:

YAP shall be paid during this option period as specified in the renewal agreement; total not to exceed the sum of \$6,967,866.82 in the aggregate which amount includes the cost of services and approved reimbursables, if any.

REIMBURSABLE EXPENSES: The approval and payment of reimbursable expenditures will be as described in the written renewal document.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written renewal document. Authorize the President and Secretary to execute the renewal document. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this renewal document.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization. However the organization will comply with reporting the number of (FTE) jobs created / retained with the ARRA funding utilized on this contract.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

ARRA Funds: \$5,788,125.68

Non-ARRA Funds: \$1,179,741.14

10615-331-54125-211001-430105-Fy11	\$5,788,125.68
10610-115-54125-211001-000149-Fy10	\$225,205.14
10615-115-54125-211001-000000-Fy11	\$954,536.00

CFDA# : 84.389

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-PR26

AMEND BOARD REPORT 09-0527-PR25

AMEND BOARD REPORT 08-0827-PR22

AMEND BOARD REPORT 07-1114-PR15

**APPROVE ENTERING INTO AN AGREEMENT WITH EDUCATIONAL DEVELOPMENT CENTER, INC.
FOR DEVELOPMENT OF SUPPORT FOR MATH INSTRUCTION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Educational Development Center, Inc. ("the Consultant") to provide professional services to the Office of the Chief Executive Officer in order to create a more robust set of instructional materials and supports for Chicago Public schools at a total cost not to exceed \$5,000,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1 pursuant to a duly advertised Request for Proposal (Specification No. 07-250046). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This August 2008 amendment is necessary to correct the start date of the agreement.

This May 2009 amended Board Report is necessary to update the budget and unit classifications; and approve the executing an amendment to the agreement that (1) incorporates a Scope of Services for the school year 2009-2010, and (2) adds to the deliverables support for the 9th grade Algebra course being conducted in participating 8th grade classrooms. A written amendment to the agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of the date of this amended Board Report. Information pertinent to this amendment is stated below.

This November 2010 amended Board Report is necessary to update the budget and unit classifications and incorporate a Scope of Services for the school year 2010-2011. A written amendment to the agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report. Information pertinent to this amendment is stated below.

Specification Number : 07-250046

VENDOR:

- 1) Vendor # 24529
EDUCATION DEVELOPMENT CENTER.
55 CHAPEL STREET
NEWTON, MA 02458
Glenn Natali
617-969-7100

USER:

Citywide - Office of Mathematics
1326 West 14th Place, Room 102A
Chicago, IL 60608

Contact : Katherine Volk
Phone: 773-553-1186

TERM:

The term of the agreement shall commence on February 1, 2008, and shall end on June 30, 2011. The Board shall have 2 options to renew the agreement, each for a period of one-year, the cost of which will be determined at the time of renewal.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate the agreement with thirty (30) days written notice.

SCOPE OF SERVICES:

The Consultant shall provide services to the Board to implement Development of Support for Math Instruction Services. The consulting services will focus on building capacity for powerful classroom instruction in our low-performing high schools. The strategy places teacher improvement at the center and builds a holistic "Instructional Development System" (IDS) that is focused on specific course tools and facilitated by expert, flexible coaching.

The goal of the specific course tools is to give math teachers the concrete structure and materials they need in order to put most of their energy into working effectively with students, and to enable teams of teachers working on the same course plan to do concrete and effective lesson study together. This additional math IDS provides a rigorous mathematical curriculum which is less technologically intense than the two existing math curricula. Adding such a curricula completes a set of choices from which schools can choose and is consistent with district goals to include 8th grade algebra offerings within the IDS system. The goal of facilitation by expert and flexible coaches is to enable a highly targeted teacher development process that responds to needs in specific classroom situations and recognizes the localized human development aspects of instructional improvement. At a school leadership level, the overarching support mechanism that an IDS provides will carefully integrate with department chairs, administrators and principals so that their capabilities and interactions strengthen and the balance of external support at the school can decrease over a three to five year period.

To build and implement this system within the existing IDS network quickly and expertly, the Consultant will partner with previously contracted and ongoing 3rd party help. **The above named Consultant will provide services for IDS Development and Implementation** in Mathematics as indicated above. The Consultant will be responsible for the development and implementation of the IDS approaches and networks for Mathematics.

DELIVERABLES:

The Consultant will provide services to build IDS support for 9th, 10th, and 11th grade courses in Mathematics ~~as well as for 8th grade algebra~~. The Consultant will build and offer schools support options that adhere to common three-year learning standards, but differ meaningfully from the instructional approach and design of the existing Math IDSs. The goal is to enable schools to make a reasonably flexible choice of approaches to match their local school vision and focus.

After a stakeholder-invested development process during the 2007-08 school year, IDS support will be made available to approximately 20 schools, starting with the 9th grade courses, for use during the 2008-09 school year. The implementation ramp-up in the following years will add subsequent grade level courses at the same schools, and will add new set of implementing schools at the 9th grade level. In total, as many as ~~45 or more 42 high schools and 78 elementary schools~~ will receive holistic IDS support for the 2010-11 school year.

Anticipated Ramp-up Schedule for 3rd Math IDS First Wave (20 Schools)

2008-09 - 9th Grade
2009-10- 9th and 10th grade
2010-11- 9th, 10th, 11th grade

Second Wave (15 Schools)

2008-09 - *n/a*
 2009-10- 9th grade Algebra
 2010-11- 9th grade Algebra

Third Wave (15 Schools)

2008-09 - *n/a*
 2009-10- *n/a*
 2010-11- 9th grade Algebra

The Consultant will provide services to deliver IDS support to schools selecting their approach, according to the IDS implementation ramp above.

OUTCOMES:

The Consultant's services and associated materials will be available for implementation in approximately 20 schools in 2008-09, 35 schools in 2009-10, and 50 schools in 2010-11 following the grade ramp detailed above. Coaching, professional development, and networking opportunities will also be provided to create relevant and differentiated teacher support. Moreover, course-relevant assessments embedded in each IDS will also be provided. All these outcomes will be coordinated by both a previously contracted assessment consultant and the CPS administration to ensure short-term implementation success and long-term sustainability and improvement.

The Consultant's services will result in an overall system of tightly managed and steadily strengthening networks of teachers who are developing their abilities and sharing their practice via the common tools and support of the IDS that serves their subject area.

COMPENSATION:

The Consultant shall be paid based upon deliverables as stated in the agreement for its role in the development of support for math instruction services, as well as a variable price based on the number of schools opting into Consultant's approach. The total compensation payable to the Consultant shall not exceed \$5,000,000.00 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Deputy Officer of Teaching and Learning Chief Education Officer to execute all ancillary documents required to administer or effectuate the agreement and the compensation to be paid to Consultant during the renewal term.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services contracts, M/WBE provisions do not apply to those firms who operate as a not-for-profit organizations. This consultant is exempt as a non-profit entity.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

The total cost of the new math IDS will be funded through various grants. CPS expects to fund a significant portion of the one-time and transition costs of implementing the instructional supports through outside funding.

Budget Classification # Various Units; Fiscal Years:

11325-332-54105-221243-430067
~~11325~~ 13732-225-54105-221243-000703 2007-08
~~11325~~ 13732-115-54105-221243 2008-09
~~1325~~ 13732-124-54105-221243-000937 2009-10
~~13732-332-54105-221034-430067~~ 2010-11
 13715-332-54105-221034-430112 2010-11 (Title One Funds)

Sum: \$5,000,000.00

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-PR1 through 10-1117-PR15, and 10-1117-PR17 through 10-1117-PR26, with the noted abstention would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-PR1 through 10-1117-PR15, and 10-1117-PR17 through 10-1117-PR26 adopted.

10-1117-EX4

AMEND BOARD REPORT 10-0728-EX2 REPORT OF THE CHIEF EXECUTIVE OFFICER ON CLASS SIZE LEVELS FOR 2010-2011 SCHOOL YEAR

On June 15, 2010 the Board of Education amended the Board Policy Regarding Class Size and delegated to the Chief Executive Officer to increase class sizes to up to 35 students per class in the event that labor contract modifications were not achieved and/or the Board does not withhold contractual wage or salary increases sufficient to enable the Board to balance its budget for the 2010-11 or 2011-2012 school years. The Board of Education did not to withhold contractual wage increases in Board Resolution 10-0615-PO1 and, to date, no contract modifications have been made with labor organizations.

Additionally, pursuant to Section VI of the Policy, the Board of Education has delegated to the Chief Executive Officer and the Chief Financial Officer the authority to deviate from the policy where circumstances in their judgment require a deviation.

Pursuant to the delegations of authority contained in the Policy Regarding Class Size,

THE CHIEF EXECUTIVE OFFICER REPORTS THAT:

- (1) The Chief Executive Officer made the following decision with respect to class sizes for the School Year 2010-2011 ~~after taking in to account the enactment of Public Acts 96-0056, 96-0059, and 96-0659 and the Illinois State Board of Education's decision to restore an estimated \$57 million in mandated categorical funding to the Chicago Public Schools for fiscal year 2011~~
 - a. to maintain class sizes in the elementary schools at the levels contained in Section I of the Policy Regarding Class Size; and,
 - b. to maintain class sizes in the high schools at the levels contained in Section II of the Policy Regarding Class Size. ~~increase class sizes to 33 students at high schools at all levels (essential, basic, remedial, honors, advanced placement or any combination thereof) and in all High School subjects (including but not limited to English, Mathematics, Foreign Language, Business, General Science, Science Laboratory etc.)~~
- (2) The Chief Executive Officer is will continue to engage the labor organizations that represent Board of Education employees in talks to mitigate the adverse impact of fixed labor costs on the financial condition of the Board of Education for contract modifications and reserves the right to make further changes to class size for the school year 2010-11 as the circumstances warrant.

10-1117-EX5

CHIEF EXECUTIVE OFFICER'S REPORT ON POSTING AND PRESENTATION OF CERTIFIED ADMINISTRATORS' SALARY AND COMPENSATION REPORT

The Chief Executive Officer reports the following action:

Description:

The Illinois School Code, 105 ILCS 5/34-18.37 states:

Each school district shall post on its Internet website an itemized salary compensation report for every employee in the district holding an administrative certificate and working

Order

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CERTIFIED ADMINISTRATORS SALARY AND COMPENSATION REPORT

AS OF NOVEMBER 1, 2010

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CERTIFIED ADMINISTRATORS SALARY AND COMPENSATION REPORT
AS OF NOVEMBER 1, 2010

Payroll Number	Name	Position Title	Job Title	Department Name	Annual Salary	Base Pay	Emp. Over	Medicare	EST	NOVA VAAC	UNEMP. INS	WHEELS GROUP	TOTAL
									Medicare	Unemp. Ins.	Wheels Group		Amount
271410	Rosalia Noyes-Pore	Manager	Manager	City Wide Special Ed Resources	\$62,250.85	\$6,457.56	19.79%	\$1,337.04	\$6,533.00	\$2,121.77	\$689.86	\$1,197.01	\$123,370.55
271463	Marissa Noyes	Manager	Manager	City Wide Special Ed Resources	\$62,911.98	\$6,500.84	19.81%	\$1,347.22	\$6,533.00	\$2,121.77	\$698.94	\$1,114.84	\$124,186.36
271516	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$63,573.11	\$6,543.97	19.83%	\$1,356.90	\$6,533.00	\$2,121.77	\$708.02	\$1,114.84	\$124,999.56
271578	Carmin Frenan	Manager	Manager	City Wide Special Ed Resources	\$64,234.24	\$6,587.10	19.85%	\$1,366.58	\$6,533.00	\$2,121.77	\$717.10	\$1,114.84	\$125,812.76
271640	Bernie Bell	Manager	Manager	City Wide Special Ed Resources	\$64,895.37	\$6,630.23	19.87%	\$1,376.26	\$6,533.00	\$2,121.77	\$726.18	\$1,114.84	\$126,625.96
271702	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$65,556.50	\$6,673.36	19.89%	\$1,385.94	\$6,533.00	\$2,121.77	\$735.26	\$1,114.84	\$127,439.16
271764	Jeffery Noyes	Manager	Manager	City Wide Special Ed Resources	\$66,217.63	\$6,716.49	19.91%	\$1,395.62	\$6,533.00	\$2,121.77	\$744.34	\$1,114.84	\$128,252.36
271826	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$66,878.76	\$6,759.62	19.93%	\$1,405.30	\$6,533.00	\$2,121.77	\$753.42	\$1,114.84	\$129,065.56
271888	Tiffany Noyes	Manager	Manager	City Wide Special Ed Resources	\$67,539.89	\$6,802.75	19.95%	\$1,415.00	\$6,533.00	\$2,121.77	\$762.50	\$1,114.84	\$129,878.76
271950	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$68,201.02	\$6,845.88	19.97%	\$1,424.68	\$6,533.00	\$2,121.77	\$771.58	\$1,114.84	\$130,691.96
272012	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$68,862.15	\$6,889.01	20.00%	\$1,434.36	\$6,533.00	\$2,121.77	\$780.66	\$1,114.84	\$131,505.16
272074	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$69,523.28	\$6,932.14	20.02%	\$1,444.04	\$6,533.00	\$2,121.77	\$789.74	\$1,114.84	\$132,318.36
272136	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$70,184.41	\$6,975.27	20.04%	\$1,453.72	\$6,533.00	\$2,121.77	\$798.82	\$1,114.84	\$133,131.56
272198	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$70,845.54	\$7,018.40	20.06%	\$1,463.40	\$6,533.00	\$2,121.77	\$807.90	\$1,114.84	\$133,944.76
272260	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$71,506.67	\$7,061.53	20.08%	\$1,473.08	\$6,533.00	\$2,121.77	\$816.98	\$1,114.84	\$134,757.96
272322	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$72,167.80	\$7,104.66	20.10%	\$1,482.76	\$6,533.00	\$2,121.77	\$826.06	\$1,114.84	\$135,571.16
272384	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$72,828.93	\$7,147.79	20.12%	\$1,492.44	\$6,533.00	\$2,121.77	\$835.14	\$1,114.84	\$136,384.36
272446	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$73,490.06	\$7,190.92	20.14%	\$1,502.12	\$6,533.00	\$2,121.77	\$844.22	\$1,114.84	\$137,197.56
272508	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$74,151.19	\$7,234.05	20.16%	\$1,511.80	\$6,533.00	\$2,121.77	\$853.30	\$1,114.84	\$138,010.76
272570	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$74,812.32	\$7,277.18	20.18%	\$1,521.48	\$6,533.00	\$2,121.77	\$862.38	\$1,114.84	\$138,823.96
272632	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$75,473.45	\$7,320.31	20.20%	\$1,531.16	\$6,533.00	\$2,121.77	\$871.46	\$1,114.84	\$139,637.16
272694	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$76,134.58	\$7,363.44	20.22%	\$1,540.84	\$6,533.00	\$2,121.77	\$880.54	\$1,114.84	\$140,450.36
272756	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$76,795.71	\$7,406.57	20.24%	\$1,550.52	\$6,533.00	\$2,121.77	\$889.62	\$1,114.84	\$141,263.56
272818	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$77,456.84	\$7,449.70	20.26%	\$1,560.20	\$6,533.00	\$2,121.77	\$898.70	\$1,114.84	\$142,076.76
272880	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$78,117.97	\$7,492.83	20.28%	\$1,569.88	\$6,533.00	\$2,121.77	\$907.78	\$1,114.84	\$142,889.96
272942	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$78,779.10	\$7,535.96	20.30%	\$1,579.56	\$6,533.00	\$2,121.77	\$916.86	\$1,114.84	\$143,703.16
273004	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$79,440.23	\$7,579.09	20.32%	\$1,589.24	\$6,533.00	\$2,121.77	\$925.94	\$1,114.84	\$144,516.36
273066	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$80,101.36	\$7,622.22	20.34%	\$1,598.92	\$6,533.00	\$2,121.77	\$935.02	\$1,114.84	\$145,329.56
273128	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$80,762.49	\$7,665.35	20.36%	\$1,608.60	\$6,533.00	\$2,121.77	\$944.10	\$1,114.84	\$146,142.76
273190	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$81,423.62	\$7,708.48	20.38%	\$1,618.28	\$6,533.00	\$2,121.77	\$953.18	\$1,114.84	\$146,955.96
273252	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$82,084.75	\$7,751.61	20.40%	\$1,627.96	\$6,533.00	\$2,121.77	\$962.26	\$1,114.84	\$147,769.16
273314	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$82,745.88	\$7,794.74	20.42%	\$1,637.64	\$6,533.00	\$2,121.77	\$971.34	\$1,114.84	\$148,582.36
273376	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$83,407.01	\$7,837.87	20.44%	\$1,647.32	\$6,533.00	\$2,121.77	\$980.42	\$1,114.84	\$149,395.56
273438	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$84,068.14	\$7,881.00	20.46%	\$1,657.00	\$6,533.00	\$2,121.77	\$989.50	\$1,114.84	\$150,208.76
273500	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$84,729.27	\$7,924.13	20.48%	\$1,666.68	\$6,533.00	\$2,121.77	\$998.58	\$1,114.84	\$151,021.96
273562	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$85,390.40	\$7,967.26	20.50%	\$1,676.36	\$6,533.00	\$2,121.77	\$1,007.66	\$1,114.84	\$151,835.16
273624	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$86,051.53	\$8,010.39	20.52%	\$1,686.04	\$6,533.00	\$2,121.77	\$1,016.74	\$1,114.84	\$152,648.36
273686	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$86,712.66	\$8,053.52	20.54%	\$1,695.72	\$6,533.00	\$2,121.77	\$1,025.82	\$1,114.84	\$153,461.56
273748	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$87,373.79	\$8,096.65	20.56%	\$1,705.40	\$6,533.00	\$2,121.77	\$1,034.90	\$1,114.84	\$154,274.76
273810	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$88,034.92	\$8,139.78	20.58%	\$1,715.08	\$6,533.00	\$2,121.77	\$1,043.98	\$1,114.84	\$155,087.96
273872	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$88,696.05	\$8,182.91	20.60%	\$1,724.76	\$6,533.00	\$2,121.77	\$1,053.06	\$1,114.84	\$155,901.16
273934	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$89,357.18	\$8,226.04	20.62%	\$1,734.44	\$6,533.00	\$2,121.77	\$1,062.14	\$1,114.84	\$156,714.36
274000	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$90,018.31	\$8,269.17	20.64%	\$1,744.12	\$6,533.00	\$2,121.77	\$1,071.22	\$1,114.84	\$157,527.56
274062	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$90,679.44	\$8,312.30	20.66%	\$1,753.80	\$6,533.00	\$2,121.77	\$1,080.30	\$1,114.84	\$158,340.76
274124	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$91,340.57	\$8,355.43	20.68%	\$1,763.48	\$6,533.00	\$2,121.77	\$1,089.38	\$1,114.84	\$159,153.96
274186	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$92,001.70	\$8,398.56	20.70%	\$1,773.16	\$6,533.00	\$2,121.77	\$1,098.46	\$1,114.84	\$160,000.00
274248	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$92,662.83	\$8,441.69	20.72%	\$1,782.84	\$6,533.00	\$2,121.77	\$1,107.54	\$1,114.84	\$160,800.00
274310	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$93,323.96	\$8,484.82	20.74%	\$1,792.52	\$6,533.00	\$2,121.77	\$1,116.62	\$1,114.84	\$161,600.00
274372	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$93,985.09	\$8,527.95	20.76%	\$1,802.20	\$6,533.00	\$2,121.77	\$1,125.70	\$1,114.84	\$162,400.00
274434	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$94,646.22	\$8,571.08	20.78%	\$1,811.88	\$6,533.00	\$2,121.77	\$1,134.78	\$1,114.84	\$163,200.00
274496	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$95,307.35	\$8,614.21	20.80%	\$1,821.56	\$6,533.00	\$2,121.77	\$1,143.86	\$1,114.84	\$164,000.00
274558	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$95,968.48	\$8,657.34	20.82%	\$1,831.24	\$6,533.00	\$2,121.77	\$1,152.94	\$1,114.84	\$164,800.00
274620	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$96,629.61	\$8,700.47	20.84%	\$1,840.92	\$6,533.00	\$2,121.77	\$1,162.02	\$1,114.84	\$165,600.00
274682	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$97,290.74	\$8,743.60	20.86%	\$1,850.60	\$6,533.00	\$2,121.77	\$1,171.10	\$1,114.84	\$166,400.00
274744	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$97,951.87	\$8,786.73	20.88%	\$1,860.28	\$6,533.00	\$2,121.77	\$1,180.18	\$1,114.84	\$167,200.00
274806	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$98,613.00	\$8,829.86	20.90%	\$1,869.96	\$6,533.00	\$2,121.77	\$1,189.26	\$1,114.84	\$168,000.00
274868	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$99,274.13	\$8,872.99	20.92%	\$1,879.64	\$6,533.00	\$2,121.77	\$1,198.34	\$1,114.84	\$168,800.00
274930	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$99,935.26	\$8,916.12	20.94%	\$1,889.32	\$6,533.00	\$2,121.77	\$1,207.42	\$1,114.84	\$169,600.00
274992	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$100,596.39	\$8,959.25	20.96%	\$1,899.00	\$6,533.00	\$2,121.77	\$1,216.50	\$1,114.84	\$170,400.00
275054	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$101,257.52	\$9,002.38	20.98%	\$1,908.68	\$6,533.00	\$2,121.77	\$1,225.58	\$1,114.84	\$171,200.00
275116	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$101,918.65	\$9,045.51	21.00%	\$1,918.36	\$6,533.00	\$2,121.77	\$1,234.66	\$1,114.84	\$172,000.00
275178	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$102,579.78	\$9,088.64	21.02%	\$1,928.04	\$6,533.00	\$2,121.77	\$1,243.74	\$1,114.84	\$172,800.00
275240	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$103,240.91	\$9,131.77	21.04%	\$1,937.72	\$6,533.00	\$2,121.77	\$1,252.82	\$1,114.84	\$173,600.00
275302	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$103,902.04	\$9,174.90	21.06%	\$1,947.40	\$6,533.00	\$2,121.77	\$1,261.90	\$1,114.84	\$174,400.00
275364	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$104,563.17	\$9,218.03	21.08%	\$1,957.08	\$6,533.00	\$2,121.77	\$1,270.98	\$1,114.84	\$175,200.00
275426	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$105,224.30	\$9,261.16	21.10%	\$1,966.76	\$6,533.00	\$2,121.77	\$1,280.06	\$1,114.84	\$176,000.00
275488	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$105,885.43	\$9,304.29	21.12%	\$1,976.44	\$6,533.00	\$2,121.77	\$1,289.14	\$1,114.84	\$176,800.00
275550	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$106,546.56	\$9,347.42	21.14%	\$1,986.12	\$6,533.00	\$2,121.77	\$1,298.22	\$1,114.84	\$177,600.00
275612	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$107,207.69	\$9,390.55	21.16%	\$1,995.80	\$6,533.00	\$2,121.77	\$1,307.30	\$1,114.84	\$178,400.00
275674	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$107,868.82	\$9,433.68	21.18%	\$2,005.48	\$6,533.00	\$2,121.77	\$1,316.38	\$1,114.84	\$179,200.00
275736	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$108,529.95	\$9,476.81	21.20%	\$2,015.16	\$6,533.00	\$2,121.77	\$1,325.46	\$1,114.84	\$180,000.00
275798	Carrie Seiler	Manager	Manager	City Wide Special Ed Resources	\$109,191.08	\$9,519.94	21.22%	\$2,024.84	\$6,533.00	\$2,121.77	\$1,334.54	\$1,114.84	\$180,800.00
275860	Christina Noyes	Manager	Manager	City Wide Special Ed Resources	\$109,852.21	\$9,563.07	21.24%	\$2,034.52	\$6,533.00	\$2,121.77	\$1,343.62	\$1,114.84	\$181,600.00
275922	Carrie Seiler	Manager	Manager										

**CERTIFIED ADMINISTRATORS SALARY AND COMPENSATION REPORT
AS OF NOVEMBER 1, 2010**

Principal Number	Name	Position Title	Job Title	Qualification Note	ANNUAL SALARY	PERKS/BENEF UP %	EMPLOYER POSITION	MEDICARE 1.6%	BEST MEDICAL	BACKS & VALE	UNEMP. INS.	WHITES COMP.	TOTAL AMOUNT
42506H	Victor Burtelle	Principal	Intern Principal	Exc. Science Academy HS	\$132,144.06	39.3116	34,744.27	\$1,000.30	\$8,530.00	2.3%	3949.43	\$1,390.48	\$172,600.00
13110H	Martha Quigley	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
13110H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
12726H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
13487H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
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42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
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42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
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42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00	\$1,000.30	\$8,530.00		3952.65	\$1,390.48	\$172,600.00
42604H	John J. Cresswell	Principal	Intern Principal	Jeffrey School	\$128,772.00	38.0072	\$31,866.00						

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**CERTIFIED ADMINSTRATOR'S SALARY AND COMPENSATION REPORT
AS OF NOVEMBER 1, 2010**

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RE:

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10-1117-OP2

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH ILLINOIS COLLEGE OF OPTOMETRY
TO OPERATE A VISION CLINIC**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with the Illinois College of Optometry (Provider) allowing it to build out space, at a school to be determined, to be used for a vision clinic; and allowing Provider to operate the completed space as a vision center. A written license agreement for such use is currently being negotiated. Possession of the space shall not be allowed until the written license agreement is fully executed. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

LICENSEE: Illinois College of Optometry
3241 South Michigan Avenue
Chicago, IL 60616
Vendor Number: 21122

PREMISES: TBD

USER DEPARTMENT: Office of Special Education and Supports
125 South Clark Street
Chicago, Illinois 60603
Contact: Kenneth G. Papineau
Phone Number: 773-553-1830

TERM: The term of this license agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have three (3) options to renew for periods of two (2) years each. Each option period shall be at no cost to the board

EARLY TERMINATION RIGHT: The Board shall have the right to terminate the agreement with six (6) months notice.

USE: Providers shall use the site for the sole purpose of operating a vision clinic, at no cost to the Board or students, which provides comprehensive and a varied array of vision services including some or all of the following: 1) full scope primary care eye examinations including refraction; 2) assessment of visual skills at distance and near; 3) eye health evaluation; 4) diagnosis and treatment of eye health and visual function issues; 5) eyeglass selection; 6) eye glass manufacturing; and 7) processing and delivery. All services shall be offered to all students regardless of income, insurance or health status.

LICENSE FEE: The site will be provided to licensee free of charge.

OPERATION & MAINTENANCE:

Responsibilities of Provider:

1. Provide evidence of proper licensing to provide vision services;
2. Be solely responsible and liable for all vision services rendered at the vision clinic;
3. Provide annual maintenance and repair for all equipment utilized by the provider;
4. Provide for the removal of any and all hazardous waste materials; and
5. Maintain adequate insurance for the operation of the vision clinic and the rendering of the vision services.

Responsibilities of the Board:

1. Provide the space at no cost to the provider, including utilities;
2. Provide custodial and maintenance services in accordance with Board standards, excluding the removal of medical and hazardous waste materials; and
3. Through its normal channels of communication, facilitate the scheduling and transportation of students to receive vision services.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: No direct cost for services provided to the Board.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

10-1117-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to January 26, 2011 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**

1. 09-0722-OP3: Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities.
User Group: Office of Real Estate
Services: License Agreement
Status: In negotiations

2. 09-1123-EX10: Amend Board Report 09-0923-EX3: Amend Board Report 09-0527-EX5: Amend Board Report 08-1217-EX3: Amend Board Report 08-0723-EX12: Amend Board Report 08-0423-EX8: Amend Board Report 07-1024-EX3: Amend Board Report 06-1220-EX3: Amend Board Report 06-222-EX14: Approve the Renewal of the Charter School Agreement with L.E.A.R.N. Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

3. 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

4. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.
User Group: Chief Operating Officer
Services: Lease Agreement
Status: In negotiations

5. 10-0324-OP1: Approve Entering into an Intergovernmental Agreement with the City of Chicago Regarding the Shared Cost Sidewalk Program.
User Group: Department of Facilities
Services: Intergovernmental Agreement
Status: In negotiations

6. 10-0428-PR6: Approve Entering into an Agreement with at and T for Global Positioning Satellite ("GPS") Data Transmission Services.
User Group: Student Transportation
Services: Data Transmission Services
Status: In negotiations

7. 10-0428-PR11: Approve Exercising the First Option to Renew Pre-Qualification Status and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education.
User Group: Facility Operations and Maintenance
Services: Demolition and Site Preparation Services
Additional Action: This matter was inadvertently omitted from the October 27, 2010 Rescission Board Report and is ratified to take effect as of that date, thereby extending the rescission date to December 15, 2010.

8. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for Consulting, Pharmacy Benefits Management and Other Services
User Group: Office of Human Capital
Services: Pharmacy Benefits Management
Status: In negotiations
Additional Action: This matter was inadvertently omitted from the October 27, 2010 Rescission Board Report and is ratified to take effect as of that date, thereby extending the rescission date to December 15, 2010.
9. 10-0428-PR39: Approve Entering into an Agreement with Various Vendors for Consulting Services.
User Group: Citywide – Office of Teaching & Learning
Services: Consulting Services
Status: 3 of 4 agreements have been fully executed; remaining agreement is in negotiations.
10. 10-0428-PR40: Approve Entering into Agreements with Various Vendors for the Purchase of Response Intervention Services (RTI).
User Group: Office of Teaching & Learning
Services: Purchase of Response Intervention Services
Status: 10 of 15 agreements have been fully executed; remaining agreements are in negotiations
11. 10-0526-ED2: Approve Entering into Agreements with Various Providers for High Quality Early Childhood Services.
User Group: Office of Early Childhood Education
Services: Early Childhood Services
Status: In negotiations
12. 10-0623-OP1: Amend Board Report 09-0325-OP3: Approve Entering into a Lease Agreement with the Chicago Park District for Lease of Land Located at the Southeast Corner of Laflin and Monroe Streets.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
13. 10-0623-PR3: Approve the Pre-Qualification Status of and Entering into Agreements with Vendors to Provide Yearbook Printing Services.
User Group: Office of Contracts and Procurement
Services: Printing Services
Status: In negotiations
14. 10-0623-PR7: Approve Exercising the Second Option to Renew the Agreement with Johnson Research Group for Consulting Services Related to the Modern Schools Across Chicago Program and other TIF Projects.
User Group: Facility Operations and Maintenance
Services: Consulting Services
Status: In negotiations
15. 10-0623-PR15: Approve Exercising a Two-Year Option to Renew the Agreement with Relational Technology Services DBA Relational Technology Solutions (RTS) For Application Maintenance and Programming Support Services.
User Group: Information & Technology Services
Services: Maintenance and Programming Support Services
Status: In negotiations
16. 10-0623-PR22: Approve Entering into an Agreement with Educational Testing Service for the Purchase of Test Materials and Related Services.
User Group: Assignment Design
Services: Purchase of Test Materials
Status: In negotiations
17. 10-0623-PR34: Approve Exercising the First Option to Renew the Software License or Subscription and Services Agreements with Northwest Evaluation Association and Scantron Corporation.
User Group: Office of Performance
Services: Software License Subscription and Services
Status: In negotiations
18. 10-0623-PR36: Approve Entering into Agreements with Various Consultants to Provide School and Area Performance Management Services.
User Group: Office of Performance
Services: Performance Management Services
Status: In negotiations
19. 10-0623-PR39: Approve Entering into Agreements with Various Organizations to Provide Student Mentorship and Advocacy Services.
User Group: Office of School Safety and Security
Services: Student Mentorship and Advocacy Services
Status: In negotiations

20. 10-0623-PR43: Approve Exercising the First Option to Renew the Agreement with Relegent LLC for the Purchase of a District Site License and Professional Development Training for Health Education Curriculum.
User Group: Citywide Special Education Resource
Services: Professional Development Training for Health Education Curriculum
Status: In negotiations
21. 10-0623-PR48: Ratify and Amend Master Services and License Agreement with KC Distance Learning, Inc. D/B/A Aventa Learning.
User Group: Graduation Pathways
Services: License Agreement
Status: In negotiations
22. 10-0623-PR49: Approve Exercising the Final Option to Renew Agreements with Various Consultants for Development and Support for Instruction Services.
User Group: Office of Teaching & Learning
Services: Instruction Services
Status: In negotiations
23. 10-0825-PR2: Approve Exercising the Final Option to Renew the Agreement with Staples Business Advantage, A Division of Staples Contract and Commercial, Inc. For The Purchase of Remanufactured Inkjet and Laser Toner Cartridges and Compatible Inkjet and Laser Toner Cartridges.
User Group: Office of Contracts and Procurement
Services: Purchase of Toner Cartridges
Status: In negotiations
24. 10-0825-PR4: Approve Exercising the Second Option to Renew the Agreement with Johnson Research Group for Consulting Services Related to the Modern Schools Across Chicago Program and Other TIF Projects.
User Group: Facility Operations & Maintenance
Services: Consulting Services
Status: In negotiations
25. 10-0825-PR5: Approve the Renewal Agreement with Ruder Truck Rental, Inc. D/B/A Ryder Transportation Services to Provide Vehicle Leasing.
User Group: Citywide School Transportation
Services: Vehicle Leasing Transportation Services
Status: In negotiations
26. 10-0825-PR8: Approve Entering into Agreements with Various Vendors for the Purchase of Additional Learning Opportunities Services.
User Group: Chief Education Office
Services: Software License Agreements for online educational products and related services
Status: In negotiations
27. 10-0825-PR12: Amend Board Report 10-0526-PR17: Amend Board Report 09-1216-PR25. Approve Exercising the Option to Renew a Software License Agreement with Cityspan, Inc.
User Group: Office of Extended Learning Opportunities
Services: Software License Agreement
Status: In negotiations
28. 10-0825-PR14: Amend Board Report 10-0623-PR37: Approve Entering into Agreements with Various Vendors to Provide School Community Watch Services for Designated Neighborhoods
User Group: Office of School Safety and Security
Services: Community Watch Services
Status: In negotiations
29. 10-0825-PR19: Ratify Exercising the First Option to Renew Entering into Agreements with Various Private Cluster Schools to Provide Cluster Program Services.
User Group: Citywide Special Education & Supports
Services: Cluster Program Services
Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 09-1216-PR10: Amend Board Report 08-0625-PR4: Approve Entering into Agreements with Various Vendors and Leasing Agents for the Purchase and Lease of Desktop and Laptop Computers and Associated Services.
User Group: All schools and Areas
Services: Purchase and Lease of Desktop and Laptop Computers
Additional Action: Rescind Board Report in part as to IBM Global Finance for failure to enter into written lease agreements with the Board.

2. 10-0825-PR15: Approve Entering Into Agreements with Various Vendors to Provide School Community Watch Services Phase II for Designated Neighborhoods
User Group: Office of Safety and Security
Services: Community Watch Services
Additional Action: Rescind Board authority in part as to the following vendors for failure to enter into written agreements with the Board: The Black Star Project (#2); Leave No Veteran Behind (#8); and, Prologue, Inc (#10).

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX4, 10-1117-EX5, 10-1117-OP2 and 10-1117-AR1 accepted.

OMNIBUS

At the Regular Board Meeting of November 17, 2010 the foregoing motions, reports and other actions set forth from number 10-1117-MO1 through 10-1117-AR3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Richardson-Lowry abstained on Board Reports 10-1117-OP1 and 10-1117-PR6.

Board Reports 10-1117-EX2 and 10-1117-PR16 were withdrawn.

ADJOURNMENT

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of November 17, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

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